

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workplace Answers, LLC		10/03/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4721555	CAMPUS ANSWERS	
Registration Number:	4650730	STUDENT EMPOWER	
Serial Number:	87151632	CYBER ANSWERS	
Serial Number:	87151625	PRIVACY ANSWERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173052 TM		
NAME OF SUBMITTER:	Matthew Pierce		
SIGNATURE:	/Matthew Pierce/		
DATE SIGNED:	10/04/2017		
Total Attachments: 9			

OP \$115.00 4721555

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 3, 2017, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and WORKPLACE ANSWERS, LLC, a New Jersey limited liability company with its principal place of business located at 4030 W. Braker Ln Building 2, Suite 250, Austin, Texas 78759 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) a certain Loan and Security Agreement by and among Grantor, EVERFI, INC., a Delaware corporation ("EverFi"), OUTSIDE THE CLASSROOM, INC., a Delaware corporation ("OTC"), LAWROOM.COM, a California corporation ("Lawroom"), and Bank dated as of March 10, 2011, as amended by that certain Additional Borrower Joinder Supplement dated as of April 19, 2011, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 7, 2013, as amended by that certain Second Amendment to Loan and Security Agreement dated April 3, 2014, as amended by that certain Default Waiver and Third Amendment to Loan and Security Agreement dated October 21, 2014, as amended by that certain Fourth Amendment to Loan and Security Agreement dated November 21, 2014, as amended by that certain Fifth Amendment to Loan and Security Agreement dated as of July 2, 2015, as amended by that certain Consent and Sixth Amendment to Loan and Security Agreement dated as of July 20, 2016, as amended by that certain Joinder and Seventh Amendment to Loan and Security Agreement dated as of November 2, 2016, as amended by that certain Consent and Eighth Amendment to Loan and Security Agreement dated as of April 13, 2017, and as further amended by that certain Joinder and Ninth Amendment to Loan and Security Agreement dated as of even date hereof (as may be further amended, restated or otherwise modified from time to time, the "Senior Loan Agreement"), and (b) a certain Mezzanine Loan and Security Agreement by and among Grantor, EverFi, OTC, Lawroom, and Bank dated as of November 12, 2014, as amended by that certain Consent and First Amendment to Mezzanine Loan and Security Agreement dated as of July 20, 2016, as amended by that certain Joinder and Second Amendment to Mezzanine Loan and Security Agreement dated as of November 2, 2016, as amended by that certain Consent and Third Amendment to Mezzanine Loan and Security Agreement dated as of April 13, 2017, and as further amended by that certain Joinder and Fourth Amendment to Mezzanine Loan and Security Agreement dated as of even date hereof (as may be further amended, restated, or otherwise modified from time to time, the "Mezzanine Loan Agreement" collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for

and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORKPLACE ANSWERS, LLC

By: 

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORKPLACE ANSWERS, LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP _____

EXHIBIT A

Copyrights

Title	Copyright Number	Date
Using the course.	TX0005436171	2001

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Record	TM	Key Dates	Goods/Services
US Federal	CAMPUS ANSWERS RN: 4721555 SN: 86275181 Disclaimer: "CAMPUS"	Registered April 14, 2015	(Int'l Class: 41) educational services, namely, conducting online training programs for others in the field of human resources, compliance, and campus safety and consulting services related thereto
US Federal	CYBER ANSWERS SN: 87151632	Filed: August 26, 2016	(Int'l Class: 41) educational services, namely, conducting online training programs for others in the field of information security and privacy and consulting services related thereto
US Federal	PRIVACY ANSWERS SN: 87151625 Disclaimer: "PRIVACY"	Filed: August 26, 2016	(Int'l Class: 41) educational services, namely, conducting online training programs for others in the field of information security and privacy and consulting services related thereto
US Federal	STUDENT EMPOWER RN: 4650730 SN: 86306148 Disclaimer: "STUDENT"	Registered: December 2, 2014	(Int'l Class: 41) educational services, namely, conducting online training programs for others in the field of campus safety and consulting services related thereto; online campus safety training courses
Canada	CAMPUS ANSWERS RN: TMA921293 AN: 1701667	Registered November 26, 2015	(Int'l Class: 41) Services: (1) Educational services, namely, conducting online training programs for others in the field of human resources, compliance, and campus safety and consulting services related thereto. (Int'l Class: 41) Education and entertainment

