

# PATENT ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jenzabar, Inc.	04/05/2011
Campus America-Tulsa, Inc.	04/05/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Capital Finance, Inc. (f/k/a Wells Fargo Foothill, Inc.), as Agent
<b>Street Address:</b>	One Boston Place
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13045238
Application Number:	13045257
Application Number:	13045269
Application Number:	12860219
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)951-8736
<b>Phone:</b>	617-951-8132
<b>Email:</b>	linda.salera@bingham.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Linda A. Salera
<b>Address Line 1:</b>	1 Federal Street
<b>Address Line 2:</b>	c/o Bingham McCutchen LLP
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110
<b>NAME OF SUBMITTER:</b>	Linda A. Salera

OP \$160.00 13045238

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**PATENT**  
**REEL: 026895 FRAME: 0244**

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 5th day of April, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., (f/k/a Wells Fargo Foothill, Inc.), in its capacity as administrative agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 15, 2006 (as amended prior to the date hereof, and as may be amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Jenzabar, Inc., a Delaware corporation, as "Borrower" ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 15, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or

any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any patentable inventions or applications therefor which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**JENZABAR, INC.,**  
a Delaware corporation, as a Grantor

By: 

Name:

Mimi Jespersen

Title:

VP of Finance

**CAMPUS AMERICA-TULSA, INC.,**  
an Oklahoma corporation, as a Grantor

By: 

Name:

Mimi Jespersen

Title:

VP of Finance

*Jenzabar - Patent Security Agreement*

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,  
a California corporation, as Agent

By: 

Name: DAVID SANCHEZ

Title: Director

*Jenzabar - Patent Security Agreement*

**PATENT**  
**REEL: 026895 FRAME: 0249**

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Country</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Registration Date</b>
Jenzabar, Inc.	USA	Method and System for Automatic Alert Generation in Retention Management System	Application Number 13/045,238	N/A
Jenzabar, Inc.	USA	Workflow Method and System for Student Retention Management	Application Number 13/045,257	N/A
Jenzabar, Inc.	USA	System and Method for Determining Risk of Student Attrition	Application Number 13/045,269	N/A
Jenzabar, Inc.	USA	Method and System for Securing Academic ERP Database Using Datasource Proxy	Application Number 12,860,219	N/A