

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3087793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROSETTA STONE, LTD.	10/28/2014
LEXIA LEARNING SYSTEMS LLC	10/28/2014
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 29	
Property Type	Number
Application Number:	12488778
Application Number:	12209569
Application Number:	12028967
Application Number:	12329134
Application Number:	10652620
Application Number:	12696222
Application Number:	08554862
Application Number:	09282050
Application Number:	12887613
Application Number:	12890753
Application Number:	13181863
Application Number:	11846188
Application Number:	12052435
Application Number:	12133031
Application Number:	12329216
Application Number:	12412472
Application Number:	12436268
Application Number:	12888998
Application Number:	12878402
Application Number:	12900894
PATENT	

Property Type	Number
Application Number:	13163193
Application Number:	13106918
Application Number:	14101073
Application Number:	14101079
Application Number:	13314697
Application Number:	13932506
Application Number:	14020385
Application Number:	13209722
Application Number:	12887618

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: BRANDIE SULLIVAN

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152410
NAME OF SUBMITTER:	LAURA A. KENERSON
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	10/30/2014

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 28, 2014 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"), Rosetta Stone, Ltd., a Virginia corporation, with offices at 1919 N. Lynn St, Floor 7, Arlington, VA 22209, and Lexia Learning Systems LLC, a Delaware limited liability company, with an address at 200 Baker Avenue, Suite 315, Concord, MA 01742 (each, a "Grantor", and, collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Rosetta Stone Ltd. (the "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and the Borrower, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to the Borrower, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in such Grantor's Intellectual Property Collateral (as such term is described below) to secure the obligations of such Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, each Grantor has granted to Bank a security interest in all of such 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 each Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure such Grantor's obligations to Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under the following intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), in each case, now or hereafter existing, created, acquired or held:¹

¹ NTD: while the blackline appears heavy, these changes intended to conform to negotiated definition of "Intellectual Property" (including the order of presentation) in Loan Agreement.

(a) any and all U.S. 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) any and all U.S. 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit B attached hereto (collectively, the "Trademarks");

(c) any and all U.S. 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 C attached hereto (collectively, the "Patents");

(d) any and all trade secrets and trade secret rights, including without limitation, any rights to unpatented inventions, know-how and operating manuals;

(e) any and all source code;

(f) any and all design rights that may be available to such Grantor;

(g) any and all claims for damages by way of past, present and future infringements of any of the foregoing, 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 amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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. Each 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 and the Guarantor Security Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement and the Guarantor Security 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, the Guarantor Security Agreement and the other Loan 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.

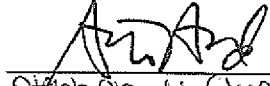
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

GRANTORS:

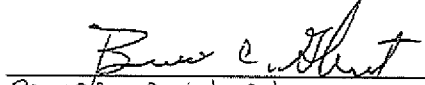
ROSETTA STONE LTD.

By: 

Name: Stephen M. Swad

Title: Chief Executive Officer

LEXIA LEARNING SYSTEMS LLC

By: 

Name: Bruce C. Christ

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

PATENT

REEL: 034105 FRAME: 0738

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

Will Deery

Will Deery

Vice President

EXHIBIT A

Copyrights

Title	Effective Date of Registration	Copyright Number	Grantor
Rosetta Stone Arabic, Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-169	Rosetta Stone Ltd.
Rosetta Stone Arabic, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-605-887	Rosetta Stone Ltd.
Rosetta Stone Arabic, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-496	Rosetta Stone Ltd.
Rosetta Stone Arabic, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-504	Rosetta Stone Ltd.
Rosetta Stone Arabic, Enterprsie Edition, Version 3	26-Oct-2004	PA-1-613-586	Rosetta Stone Ltd.
Rosetta Stone Arabic, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-780	Rosetta Stone Ltd.
Rosetta Stone Arabic, Levels 1,2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-771	Rosetta Stone Ltd.
BLUE STONE (2-D Artwork)	22-Dec-2007	VAu001086582	Rosetta Stone Ltd.
Rosetta Stone Chinese, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-606-245	Rosetta Stone Ltd.
Rosetta Stone Chinese, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-098	Rosetta Stone Ltd.
Rosetta Stone Chinese, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-476	Rosetta Stone Ltd.
Rosetta Stone Chinese, Enterprise Edition, Version 3	23-Oct-2004	PA-1-613-701	Rosetta Stone Ltd.
Rosetta Stone Chinese, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-651	Rosetta Stone Ltd.
Rosetta Stone Chinese, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-579	Rosetta Stone Ltd.
Rosetta Stone Chinese, Levels 1,2,3, Personal Edition, Version 3	26-Oct-2004	PA-1-613-580	Rosetta Stone Ltd.
Rosetta Stone Danish, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-364	Rosetta Stone Ltd.
Rosetta Stone Danish, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-035	Rosetta Stone Ltd.
Rosetta Stone Danish, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-714	Rosetta Stone Ltd.

Rosetta Stone Dutch, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-606-254	Rosetta Stone Ltd.
Rosetta Stone Dutch, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-138	Rosetta Stone Ltd.
Rosetta Stone Dutch, Level 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-606-414	Rosetta Stone Ltd.
Rosetta Stone American English Level I - Ages 6-Adult Personal Edition	12-Apr-2000	PA 1-210-105	Rosetta Stone Ltd.
Rosetta Stone American English Explorer	20-Apr-2000	PA 1-223-053	Rosetta Stone Ltd.
Rosetta Stone American English Traveler	20-Apr-2000	PA 1-223-056	Rosetta Stone Ltd.
Rosetta Stone American English Level II - Personal Edition	20-Apr-2000	PA 1-223-057	Rosetta Stone Ltd.
Rosetta Stone American English Level II - Homeschool Edition	20-Apr-2000	PA 1-223-054	Rosetta Stone Ltd.
Rosetta Stone American English Level I - Classroom Edition	20-Apr-2000	PA 1-222-451	Rosetta Stone Ltd.
Rosetta Stone American English Level II - Classroom Edition	20-Apr-2000	PA 1-222-452	Rosetta Stone Ltd.
Rosetta Stone American English Level III - Classroom Edition	20-Apr-2000	PA 1-222-453	Rosetta Stone Ltd.
Rosetta Stone American English Level III - Personal Edition	20-Apr-2000	PA 1-222-444	Rosetta Stone Ltd.
Rosetta Stone American English Level I - Homeschool Edition	20-Apr-2000	PA 1-222-448	Rosetta Stone Ltd.
Rosetta Stone American English Level III - Homeschool Edition	20-Apr-2000	PA 1-222-447	Rosetta Stone Ltd.
English US Levels 1 & 2 - Personal Edition	2-Feb-2002	TX 6-265-198	Rosetta Stone Ltd.
English US Levels 1, 2, & 3 - Personal Edition	2-Feb-2002	TX 6-265-197	Rosetta Stone Ltd.
English US Levels 1 & 2 - Homeschool Edition	2-Feb-2002	TX 6-265-199	Rosetta Stone Ltd.
English US Level 2 - Homeschool Edition	2-Feb-2002	TX 6-265-200	Rosetta Stone Ltd.
Rosetta Stone English (UK), Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-219	Rosetta Stone Ltd.
Rosetta Stone English (UK), Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-156	Rosetta Stone Ltd.
Rosetta Stone English (UK), Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-847	Rosetta Stone Ltd.
Rosetta Stone English (UK) Levels 1, 2, 3, Home School Edition, Version 3	26-Oct-2004	PA 1-613-682	Rosetta Stone Ltd.
Rosetta Stone English (UK), Classroom Edition, Version 3	26-Oct-2004	PA-1-613-652	Rosetta Stone Ltd.
Rosetta Stone English (UK), Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-698	Rosetta Stone Ltd.
Rosetta Stone English (UK), Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-774	Rosetta Stone Ltd.

Rosetta Stone English (US), Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-197	Rosetta Stone Ltd.
Rosetta Stone English (US), Levels 1, 2, 3, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-483	Rosetta Stone Ltd.
Rosetta Stone English (US), Levels 1, 2, 3, Home School Edition, Version 2	23-Jun-2004	PA 1-605-843	Rosetta Stone Ltd.
Rosetta Stone English (US) Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA 1-613-681	Rosetta Stone Ltd.
Rosetta Stone English (US), Classroom Edition, Version 3	26-Oct-2004	PA-1-613-656	Rosetta Stone Ltd.
Rosetta Stone English (US), Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-584	Rosetta Stone Ltd.
Rosetta Stone English (US), Level 1,2,3, Teaching Materials, Classroom, Version 3	26-Oct-2004	PA-1-613-725	Rosetta Stone Ltd.
Rosetta Stone English (US), Levels 1,2,3,4, 5, Personal Edition, Version 3	3-Jan-2008	TX 7-489-743	Rosetta Stone Ltd.
Rosetta Stone Farsi, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-605-361	Rosetta Stone Ltd.
Rosetta Stone Farsi, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-378	Rosetta Stone Ltd.
Rosetta Stone Farsi, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-606-459	Rosetta Stone Ltd.
Rosetta Stone French, Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-210	Rosetta Stone Ltd.
Rosetta Stone French, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-300	Rosetta Stone Ltd.
Rosetta Stone French, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-709	Rosetta Stone Ltd.
Rosetta Stone French, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-664	Rosetta Stone Ltd.
Rosetta Stone French, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-605	Rosetta Stone Ltd.
Rosetta Stone French, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-785	Rosetta Stone Ltd.
Rosetta Stone French, Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-788	Rosetta Stone Ltd.
Rosetta Stone German, Levels 1, 2 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-189	Rosetta Stone Ltd.
Rosetta Stone German, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-297	Rosetta Stone Ltd.
Rosetta Stone German, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-862	Rosetta Stone Ltd.
Rosetta Stone German, Level 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA 1-613-675	Rosetta Stone Ltd.

Rosetta Stone German, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-774	Rosetta Stone Ltd.
Rosetta Stone German, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-719	Rosetta Stone Ltd.
Rosetta Stone German, Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-765	Rosetta Stone Ltd.
Rosetta Stone Greek, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-605-365	Rosetta Stone Ltd.
Rosetta Stone Greek, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-351	Rosetta Stone Ltd.
Rosetta Stone Greek, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-262	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-606-244	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-150	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-311	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-759	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-601	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-781	Rosetta Stone Ltd.
Rosetta Stone Hebrew, Levels 1,2,3, Personal Edition, Version 3	26-Oct-2004	PA-1-613-577	Rosetta Stone Ltd.
Rosetta Stone Hindi, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-606-252	Rosetta Stone Ltd.
Rosetta Stone Hindi, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-094	Rosetta Stone Ltd.
Rosetta Stone Hindi, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-490	Rosetta Stone Ltd.
Rosetta Stone Indonesian, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-606-249	Rosetta Stone Ltd.
Rosetta Stone Indonesian, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-114	Rosetta Stone Ltd.
Rosetta Stone Indonesian, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-606-464	Rosetta Stone Ltd.
Rosetta Stone Irish, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-662	Rosetta Stone Ltd.
Rosetta Stone Irish, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-700	Rosetta Stone Ltd.
Rosetta Stone Irish, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-786	Rosetta Stone Ltd.

Rosetta Stone Irish, Levels 1,2,3, Personal Edition, Version 3	26-Oct-2004	PA-1-613-576	Rosetta Stone Ltd.
Rosetta Stone Italian, Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-200	Rosetta Stone Ltd.
Rosetta Stone Italian, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-392	Rosetta Stone Ltd.
Rosetta Stone Italian, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-712	Rosetta Stone Ltd.
Rosetta Stone Italian, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-771	Rosetta Stone Ltd.
Rosetta Stone Italian, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-714	Rosetta Stone Ltd.
Rosetta Stone Italian, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-783	Rosetta Stone Ltd.
Rosetta Stone Italian, Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-782	Rosetta Stone Ltd.
Rosetta Stone Japanese, Levels 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-605-344	Rosetta Stone Ltd.
Rosetta Stone Japanese, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-092	Rosetta Stone Ltd.
Rosetta Stone Japanese, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-852	Rosetta Stone Ltd.
Rosetta Stone Japanese, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-757	Rosetta Stone Ltd.
Rosetta Stone Japanese, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-590	Rosetta Stone Ltd.
Rosetta Stone Japanese, Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-578	Rosetta Stone Ltd.
Rosetta Stone Japanese, Levels 1,2,3, Personal Edition, Version 3	26-Oct-2004	PA 1-613-677	Rosetta Stone Ltd.
Rosetta Stone Korean, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-606-256	Rosetta Stone Ltd.
Rosetta Stone Korean, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-093	Rosetta Stone Ltd.
Rosetta Stone Korean, Level 1, Home School Edition, Version 2	23-Jun-2004	PA-1-605-495	Rosetta Stone Ltd.
Rosetta Stone Latin, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-785	Rosetta Stone Ltd.
Rosetta Stone Latin, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-339	Rosetta Stone Ltd.
Rosetta Stone Latin, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-499	Rosetta Stone Ltd.
Rosetta Stone Pashto, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-792	Rosetta Stone Ltd.

Rosetta Stone Pashto, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-370	Rosetta Stone Ltd.
Rosetta Stone Pashto, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-710	Rosetta Stone Ltd.
Rosetta Stone Polish, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-360	Rosetta Stone Ltd.
Rosetta Stone Polish, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-155	Rosetta Stone Ltd.
Rosetta Stone Polish, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-606-467	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-194	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-493	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-021	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR) Levels 1,2,3, Version 3	26-Oct-2004	PA-1-613-528	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-705	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Classroom Edition, Version 3	26-Oct-2004	PA-1-613-787	Rosetta Stone Ltd.
Rosetta Stone Portuguese (BR), Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-761	Rosetta Stone Ltd.
Rosetta Stone ReFLEX ENGLISH	26-Oct-2007	TX0007524820	Rosetta Stone Ltd.
Rosetta Stone Russian, Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-201	Rosetta Stone Ltd.
Rosetta Stone Russian, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-041	Rosetta Stone Ltd.
Rosetta Stone Russian, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-858	Rosetta Stone Ltd.
Rosetta Stone Russian Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-687	Rosetta Stone Ltd.
Rosetta Stone Russian, Classroom Edition, Version 3	26-Oct-2004	PA-1-613-762	Rosetta Stone Ltd.
Rosetta Stone Russian, Enterprise Edition, Version 3	26-Oct-2004	PA-1-613-720	Rosetta Stone Ltd.
Rosetta Stone Russian, Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-657-786	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-213	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Levels 1, 2, 3, Classroom Edition, Version 2	23-Jun-2004	PA 1-605-502	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Levels 1, 2, 3, Home School Edition, Version 2	23-Jun-2004	PA 1-605-711	Rosetta Stone Ltd.

Rosetta Stone Spanish (LA), Enterprise Edition, Version 3	23-Oct-2004	PA-1-613-541	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA) Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA 1-613-686	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Classroom Edition, Version 3	26-Oct-2004	PA-1-613-453	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Levels 1,2,3, Teaching Mat., CR, Version 3	26-Oct-2004	PA-1-613-572	Rosetta Stone Ltd.
Rosetta Stone Spanish, Levels 1, 2, Personal Edition, Version 2	4-Aug-2005	PA 1-663-364	Rosetta Stone Ltd.
Rosetta Stone Spanish (LA), Levels 1,2,3,4, 5, Personal Edition, Version 3	4-Jan-2008	TX 7-489-715	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Levels 1, 2, 3, Personal Edition, Version 3	23-Jun-2004	PA 1-606-190	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-022	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-845	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Enterprise Edition, Version 3	23-Oct-2004	PA-1-613-616	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Classroom Edition, Version 3	26-Oct-2004	PA-1-613-517	Rosetta Stone Ltd.
Rosetta Stone Spanish (SP), Levels 1,2,3, Home School Edition, Version 3	26-Oct-2004	PA-1-613-574	Rosetta Stone Ltd.
Rosetta Stone Swahili, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-606-255	Rosetta Stone Ltd.
Rosetta Stone Swahili, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-605-507	Rosetta Stone Ltd.
Rosetta Stone Swahili, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-312	Rosetta Stone Ltd.
Rosetta Stone Swedish, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-761	Rosetta Stone Ltd.
Rosetta Stone Swedish, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-605-883	Rosetta Stone Ltd.
Rosetta Stone Swedish, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-715	Rosetta Stone Ltd.
Rosetta Stone Tagalog, Level 1, 2, Personal Edition, Version 2	23-Jun-2004	PA 1-605-754	Rosetta Stone Ltd.
Rosetta Stone Tagalog, Levels 1, 2, Classroom Edition, Version 2	23-Jun-2004	PA 1-605-510	Rosetta Stone Ltd.
Rosetta Stone Tagalog, Levels 1, 2, Home School Edition, Version 2	23-Jun-2004	PA 1-605-313	Rosetta Stone Ltd.

Rosetta Stone Thai, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-789	Rosetta Stone Ltd.
Rosetta Stone Thai, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-295	Rosetta Stone Ltd.
Rosetta Stone Thai, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-606-407	Rosetta Stone Ltd.
Rosetta Stone Turkish, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-362	Rosetta Stone Ltd.
Rosetta Stone Turkish, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-112	Rosetta Stone Ltd.
Rosetta Stone Turkish, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-606-450	Rosetta Stone Ltd.
Rosetta Stone Vietnamese, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-606-261	Rosetta Stone Ltd.
Rosetta Stone Vietnamese, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-154	Rosetta Stone Ltd.
Rosetta Stone Vietnamese, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-846	Rosetta Stone Ltd.
Rosetta Stone Welsh, Level 1, Personal Edition, Version 2	23-Jun-2004	PA 1-605-797	Rosetta Stone Ltd.
Rosetta Stone Welsh, Level 1, Classroom Edition, Version 2	23-Jun-2004	PA 1-606-039	Rosetta Stone Ltd.
Rosetta Stone Welsh, Level 1, Home School Edition, Version 2	23-Jun-2004	PA 1-605-864	Rosetta Stone Ltd.
Rosetta Stone Powerpac	20-Apr-2000	PA 1-222-445	Rosetta Stone Ltd.
Assess A	14-Apr-1988	TX0003575635	Lexia Learning Systems LLC
Assess B	14-Apr-1988	TX0003464629	Lexia Learning Systems LLC
Lexia	14-Apr-1990	TX0003776528	Lexia Learning Systems LLC
Lexia Admin System V1.1	27-Jul-2005	TXu001644539	Lexia Learning Systems LLC
Reading SOS	23-Mar-1994	TX0004753313	Lexia Learning Systems LLC

EXHIBIT B

Trademarks

Trademark Name	Registration Number	Registration Date	Grantor
COLOR YELLOW	4561537	1-Jul-2014	Rosetta Stone Ltd.
COLOR YELLOW	4562635	8-Jul-2014	Rosetta Stone Ltd.
ADAPTIVE RECALL	3554829	30-Dec-2008	Rosetta Stone Ltd.
AUDIO COMPANION	3570034	3-Feb-2009	Rosetta Stone Ltd.
Blue Stone Design	3437299	27-May-2008	Rosetta Stone Ltd.
Blue Stone Design	4019094	30-Aug-2011	Rosetta Stone Ltd.
BLUE STONE LANGUAGE LEARNING SUCCESS & Design	3680367	8-Sep-2009	Rosetta Stone Ltd.
CONTEXTUAL FORMATION	3561922	13-Jan-2009	Rosetta Stone Ltd.
DYNAMIC IMMERSION	3339880	20-Nov-2007	Rosetta Stone Ltd.
GOGOLINGO	3757018	9-Mar-2010	Rosetta Stone Ltd.
LIVEMOCHA	4090557	24-Jan-2012	Livemocha
PLAYFUL IMMERSION	3756839	9-Mar-2010	Rosetta Stone Ltd.
ROSETTA	4016236	23-Aug-2011	Rosetta Stone Ltd.
ROSETTA	4019095	30-Aug-2011	Rosetta Stone Ltd.
ROSETTA	3749523	16-Feb-2010	Rosetta Stone Ltd.
ROSETTA COURSE	3935120	22-Mar-2011	Rosetta Stone Ltd.
ROSETTA STONE	2761492	9-Sep-2003	Rosetta Stone Ltd.
ROSETTA STONE	4019088	30-Aug-2011	Rosetta Stone Ltd.
ROSETTA STONE (as related to on-line)	3569720	3-Feb-2009	Rosetta Stone Ltd.
ROSETTA STONE (as related to audio companion)	3570015	3-Feb-2009	Rosetta Stone Ltd.
ROSETTA STONE	3749526	16-Feb-2010	Rosetta Stone Ltd.
ROSETTASTONE.COM	3454358	24-Jun-2008	Rosetta Stone Ltd.
ROSETTA STONE TOTALE	3880684	23-Nov-2010	Rosetta Stone Ltd.
ROSETTA STONE TOTALE	3877738	16-Nov-2010	Rosetta Stone Ltd.
ROSETTA STUDIO	3944954	12-Apr-2011	Rosetta Stone Ltd.

ROSETTA WORLD	3883786	30-Nov-2010	Rosetta Stone Ltd.
ROSETTA WORLD	4019084	30-Aug-2011	Rosetta Stone Ltd.
ROSETTA WORLD	3765137	23-Mar-2010	Rosetta Stone Ltd.
ROSETTA WORLD	3514220	7-Oct-2008	Rosetta Stone Ltd.
rWORLD	3877503	16-Nov-2010	Rosetta Stone Ltd.
rWORLD	3883787	30-Nov-2010	Rosetta Stone Ltd.
SHARED TALK	3570033	3-Feb-2009	Rosetta Stone Ltd.
SIMBIO	3938577	29-Mar-2011	Rosetta Stone Ltd.
THE FASTEST WAY TO LEARN A LANGUAGE. GUARANTEED.	3398548	18-Mar-2008	Rosetta Stone Ltd.
TOTALE	3874247	9-Nov-2010	Rosetta Stone Ltd.
TOTALE	3877737	16-Nov-10	Rosetta Stone Ltd.
ASSESSMENT WITHOUT TESTING	4,036,580	10/4/2011	Lexia Learning Systems LLC
CORE5	4506311	4/1/2014	Lexia Learning Systems LLC
CORE5	4,539,583	5/27/2014	Lexia Learning Systems LLC
DESIGN OF A LION	3,954,903	5/3/2011	Lexia Learning Systems LLC
LEXIA	2,417,528	1/2/2001	Lexia Learning Systems LLC
LEXIA DISTRICT ADVANTAGE	4,190,912	8/14/2012	Lexia Learning Systems LLC
LEXIA EARLY READING	2,544,899	3/5/2002	Lexia Learning Systems LLC
LEXIA LESSONS	3,974,943	6/7/2011	Lexia Learning Systems LLC
LEXIA PRIMARY READING	3,109,814	6/27/2006	Lexia Learning Systems LLC
LEXIA QUICK READING TEST	2,417,523	1/2/2001	Lexia Learning Systems LLC
LEXIA READING	3,513,407	10/7/2008	Lexia Learning Systems LLC
LEXIA READING	3,676,995	9/1/2009	Lexia Learning Systems LLC
LEXIA SKILL BUILDERS	3,974,942	6/7/2011	Lexia Learning Systems LLC
LEXIA STRATEGIES FOR OLDER STUDENTS	3,114,729	7/11/2006	Lexia Learning Systems LLC
MYLEXIA	3,513,408	10/7/2008	Lexia Learning Systems LLC

OUR WORLD BEGINS WITH READING	2,888,775	9/28/2004	Lexia Learning Systems LLC
TEST LESS, TEACH MORE.			Lexia Learning Systems LLC
THE FUTURE OF READING EDUCATION	4,175,560	7/17/2012	Lexia Learning Systems LLC
WELCOME TO THE FUTURE OF READING EDUCATION	4,175,559	7/17/2012	Lexia Learning Systems LLC

EXHIBIT C

Patents

Patent Name	App. Date	App. No.	Reg. No.	Reg. Date	Grantor
METHOD AND APPARATUS FOR IMPROVING LANGUAGE COMMUNICATION	6/22/2009	12/488,778	8,840,400	9/23/2014	Rosetta Stone Ltd.
METHOD FOR CREATING SPEECH MODEL	9/12/2008	12/209,569	8,645,135	2/4/2014	Rosetta Stone Ltd.
SYSTEM AND METHODS FOR DETECTING DECEPTION AS TO FLUENCY OR OTHER ABILITY IN A GIVEN LANGUAGE	2/11/2008	12/028,967	8,308,484	11/13/2012	Rosetta Stone Ltd.
LANGUAGE SKILLS TEACHING METHOD & APPARATUS	12/5/2008	12/329,134	8,002,551	8/23/2011	Rosetta Stone Ltd.
SYSTEM AND METHOD FOR LANGUAGE INSTRUCTION	9/2/2003	10/652,620	7,524,191	4/28/2009	Rosetta Stone Ltd.
SYSTEM AND METHOD FOR MEASURING SPEECH CHARACTERISTICS	1/29/2010	12/696,222	8,768,697	7/1/2014	Rosetta Stone Ltd.
KNOWLEDGE-BASED SPEECH RECOGNITION SYSTEM AND METHODS HAVING FRAME LENGTH COMPUTED BASED UPON ESTIMATED PITCH PERIOD OF VOCALIC INTERVALS REGISTERED 8/25/1998	11/7/1995	08/554,862	5,799,276	8/25/1998	Rosetta Stone Ltd.
LANGUAGE INDEPENDENT SUPRASEGMENTAL PRONUNCIATION TUTORING SYSTEM AND METHODS- REGISTERED 5/28/2002	3/29/1999	09/282,050	6,397,185	5/28/2002	Rosetta Stone Ltd.
					Rosetta Stone Ltd.
PERFORMING A COMPUTERIZED TASK WITH DIVERSE DEVICES	9/22/2010	12/887,613			Rosetta Stone Ltd.
TEACHING SYSTEM COMBINING LIVE AND AUTOMATED INSTRUCTION	9/22/2010	12/887,618			Rosetta Stone Ltd.
UTTERANCE VERIFICATION AND PRONUNCIATION SCORING BY LATTICE-TRANSDUCTION	9/27/2010	12/890,753			Rosetta Stone Ltd.
METHOD, INTERFACE AND SYSTEM FOR OBTAINING USER INPUT Formerly:MODULARIZED COMPUTER-AIDED LANGUAGE LEARNING METHOD AND SYSTEM (Continuation Patent of Kaplan 737-002, ROSE-005/00US)	7/13/2011	13/181,863			Rosetta Stone Ltd.
LANGUAGE TEACHING METHOD AND APPARATUS	8/28/2007	11/846,188			Rosetta Stone Ltd.

ADAPTIVE RECALL	3/20/2008	12/052,435			Rosetta Stone Ltd.
METHOD OF LOCATING CONTENT FOR LANGUAGE LEARNING	6/4/2008	12/133,031			Rosetta Stone Ltd.
APPARATUS AND METHOD FOR TASK-BASED LANGUAGE INSTRUCTION	12/5/2008	12/329,216			Rosetta Stone Ltd.
TEACHING SYSTEM & METHOD	3/27/2009	12/412,472			Rosetta Stone Ltd.
METHOD AND APPARATUS FOR COMPLETION OF KEYBOARD ENTRY	5/6/2009	12/436,268			Rosetta Stone Ltd.
SYSTEM AND METHOD FOR LANGUAGE IDENTIFICATION- continuation of ROSE-018/00US	9/23/2010	12/888,998			Rosetta Stone Ltd.
SYSTEM AND METHOD FOR TEACHING NON-LEXICAL SPEECH EFFECTS	9/10/2010	12/878,402			Rosetta Stone Ltd.
DYNAMIC CROPPING OF VISUAL CONTENT	10/8/2010	12/900,894			Rosetta Stone Ltd.
SYSTEM AND METHOD FOR LANGUAGE INSTRUCTION USING VISUAL AND/OR AUDIO PROMPTS	6/17/2011	13/163,193			Rosetta Stone Ltd.
SYSTEM AND METHOD FOR LANGUAGE INSTRUCTION USING MULTIPLE PROMPTS	5/13/2011	13/106,918			Rosetta Stone Ltd.
PRODUCING CONTROLLED VARIATIONS IN AUTOMATED TEACHING SYSTEM INTERACTIONS	12/9/2013	14/101,073			Rosetta Stone Ltd.
METHOD & SYSTEM FOR CREATING CONTROLLED VARIATIONS IN DIALOGUES	12/9/2013	14/101,079			Rosetta Stone Ltd.
METHOD & SYSTEM FOR TEACHING A NON-NATIVE LANGUAGE	12/8/2011	13/314,697			Rosetta Stone Ltd.
SYSTEMS AND METHODS FOR MODELING L1-SPECIFIC PHONOLOGICAL ERRORS IN COMPUTER-ASSISTED PRONUNCIATION TRAINING SYSTEM	7/1/13	13/932,506			Rosetta Stone Ltd.
METHOD AND SYSTEM FOR ORAL READING FLUENCY TRAINING	9/6/2013	14/020,385			Rosetta Stone Ltd.
SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	8/15/2011	13/209/722			Lexia Learning Systems LLC

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