

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4400558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KNOWLEDGE FACTOR, INC.	05/04/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SQN VENTURE INCOME FUND, L.P.	
<b>Street Address:</b>	100 WALL STREET, 28TH FLOOR	
<b>Internal Address:</b>	ATTN: RYAN MCCALLEY	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10005	
<b>PROPERTY NUMBERS Total: 5</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6921268
	Patent Number:	8165518
	Application Number:	13029045
	Application Number:	13216017
	Application Number:	14155439
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(858)677-1401	
<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>		
<b>Phone:</b>	858-677-1400	
<b>Email:</b>	derek.montebianco@dlapiper.com	
<b>Correspondent Name:</b>	DLA PIPER LLP (US)	
<b>Address Line 1:</b>	4365 EXECUTIVE DRIVE, SUITE 1100	
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121	
<b>NAME OF SUBMITTER:</b>	MATT SCHWARTZ	
<b>SIGNATURE:</b>	/s/ Matt Schwartz	
<b>DATE SIGNED:</b>	05/05/2017	
<b>Total Attachments: 5</b>		
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of May 4, 2017, by Knowledge Factor, Inc., a Delaware corporation (“**Borrower**”), in favor of SQN VENTURE INCOME FUND, L.P. (“**Lender**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Loan and Security Agreement dated as even date herewith by and between Borrower and Lender (as amended and/or restated from time to time, the “**Loan and Security Agreement**”).

### RECITALS

Lender and Borrower have executed the Loan and Security Agreement that provides for, among other things, the execution and delivery of this Agreement for the purpose of granting Lender a security interest in Borrower’s intellectual property.

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 its Obligations under the Loan Documents, as amended and/or restated from time to time, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Loan Documents, Borrower grants and pledges to Lender a security interest in all of Borrower’s right, title and interest in, to and under the Collateral that constitutes Borrower’s intellectual property (including without limitation those registered copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application that is current with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Borrower:

4775 Walnut Street, Suite 210  
Boulder, CO 80301  
Attn: JK Hullett, Chief Financial Officer

BORROWER:

Knowledge Factor, Inc., a Delaware corporation

By: 

Title: Chief Financial Officer

Name: JK Hullett

Address of Lender:

100 Wall Street, 28th Floor  
New York, New York 10005  
Attn: Ryan McCalley  
Facsimile: (877) 214-1475

LENDER:

SON VENTURE INCOME FUND, L.P., a  
Delaware limited partnership

By: 

Title: President

Name: Ryan McCalley

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Software User Interface Screen Shots for Amplifire Software	TX0007737957	11/15/12

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.No.</u>	<u>File Date</u>
Method and system for knowledge assessment and learning incorporating feedbacks	6921268	7/26/05
Method and system for knowledge assessment using confidence-based measurement	8165518	4/24/12
System and method for adaptive knowledge assessment and learning	13029045	2/16/11
System and method for adaptive knowledge assessment and learning	13216017	8/23/11
System and method for adaptive knowledge assessment and learning using dopamine weighted feedback	14155439	1/15/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CONFIDENTLY HELD MISINFORMATION	86950473	3/23/16
CONFIDENCE-BASED LEARNING	86467399	12/1/14
ADAPTIVE REPETITION	85377476	7/21/11
ACCELERATED MEMORY PROTOCOL	85160261	10/25/10
AMPLIFIRE	85152819	10/14/10
CONFIDENCE BASED LEARNING	85126787	9/10/10
KNOWLEDGE FACTOR	85024208	4/27/10