

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6351365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROSETTA STONE LTD.	10/15/2020
LEXIA LEARNING SYSTEMS LLC	10/15/2020
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H1C4
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	8880399
Patent Number:	8308484
Patent Number:	8002551
Patent Number:	7524191
Patent Number:	8645135
Patent Number:	8840400
Patent Number:	8768697
Patent Number:	8972259
Patent Number:	10068569
Patent Number:	10679616
Patent Number:	9911349
Patent Number:	9424834
Patent Number:	10210769
Patent Number:	9135086
Patent Number:	9954938
Patent Number:	10812575
Patent Number:	9299266
Patent Number:	9824603
Patent Number:	10586467

Property Type	Number
Application Number:	17015902
PCT Number:	US2020049941
Application Number:	63021575
Application Number:	62901595

CORRESPONDENCE DATA

Fax Number: (212)715-8100

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: 2127159100

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Correspondent Name: KRAMER LEVIN NAFTALIS & FRANKEL LLP

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ATTORNEY DOCKET NUMBER:	071498-00017
NAME OF SUBMITTER:	DIANE TORNIALI
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	10/15/2020

Total Attachments: 6

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Second Lien Patent Security Agreement

Second Lien Patent Security Agreement (the "Second Lien Patent Security Agreement"), dated as of October 15, 2020, by Rosetta Stone Ltd., a Virginia corporation ("Rosetta Limited"), Lexia Learning Systems LLC, a Delaware limited liability company ("Lexia", together with Rosetta Limited, collectively the "Pledgors" and individually a "Pledgor"), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are parties to a Second Lien Security Agreement dated December 18, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Second Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, "Patent Collateral"):

- (a) Patents of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Patent Collateral under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

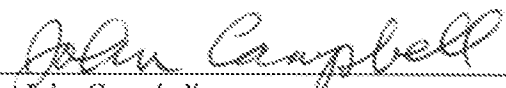
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ROSETTA STONE LTD.

By: 
Name: John Campbell
Title: President and Chief Executive Officer

LEXIA LEARNING SYSTEMS LLC

By: 
Name: John Campbell
Title: President and Chief Executive Officer

[Signature Page to 2L Patent Security Agreement]

Agreed to and Accepted:

ROYAL BANK OF CANADA, as Collateral
Agent

By:



Name: Susan Khokher
Title: Manager, Agency

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

See attached.

Docket No	Client Reference	Application No	Country	Relation Type	Application Date	National Filing Date	Patent No	Grant Date	Publication Date	Publication No	Current Owner	Title	Status	Sub Status	Next Tax Date	Expiration Date
P10076351-50387609	ROSE-004	12/890753	United States - (US)	Original Filing - (ORF)	9/27/2010		8880399	11/4/2014	3/29/2012	US-2012-0078630	Rosetta Stone Ltd. - (ROSE)	UTTERANCE VERIFICATION AND PRONUNCIATION SCORING BY LATTICE TRANSDUCTION	Granted - (G)		5/4/2022	12/4/2031
P10076351-50387621	ROSE-009	12/028967	United States - (US)	Original Filing - (ORF)			8308484			A1	Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHODS FOR DETECTING DECEPTION AS TO FLUENCY OR OTHER ABILITY IN A GIVEN LANGUAGE	Granted - (G)			
P10076351-50387626	ROSE-013	12/329134	United States - (US)	Original Filing - (ORF)	2/11/2008		8002351	11/13/2012	8/13/2009	US-2010-0143874-	Rosetta Stone Ltd. - (ROSE)	LANGUAGE SKILLS TEACHING METHOD AND APPARATUS	Granted - (G)		5/13/2024	5/5/2031
P10076351-50387629	ROSE-019	10/652620	United States - (US)	Original Filing - (ORF)	12/5/2008		7524191	8/23/2011	6/10/2010	A1	Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHOD FOR LANGUAGE INSTRUCTION	Granted - (G)		2/23/2023	4/5/2030
P10076351-50387632	ROSE-019	656/KOLNP/2106	India - (IN)	Original Filing - (ORF)	9/2/2003		243320	4/28/2009	3/3/2005	US-2005-0048449-	Rosetta Stone Ltd. - (ROSE)	LANGUAGE INSTRUCTION METHOD AND SYSTEM FOR PROVIDING LANGUAGE INSTRUCTION	Granted - (G)		8/31/2021	7/22/2024
P10076351-50387635	ROSE-019	1020067004359	Republic of Korea - (KR)	Original Filing - (ORF)	8/31/2004		10-118927	10/6/2010	10/6/2010		Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHOD FOR LANGUAGE MODULARIZED COMPUTER-AIDED LANGUAGE LEARNING METHOD AND SYSTEM	Granted - (G)		2/15/2022	8/31/2024
P10076351-50387710	ROSE-005	2007210319	Japan - (JP)	Original Filing - (ORF)	8/10/2007		5563190	6/20/2014		CN 107145400 A	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		6/20/2021	8/10/2027
P10076351-50387728	ROSE-002	2017/0319176.7	China P. R. - (CN)	Division - (D)			7									
P10076351-50388334	ROSE-007	12/209569	United States - (US)	Original Filing - (ORF)	9/21/2011		8645335	9/15/2020	9/8/2017	US-2010-0070278-	Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		9/21/2021	9/20/2031
P10076351-50388338	ROSE-007	10-2011-7008269	Republic of Korea - (KR)	Original Filing - (ORF)	9/12/2008		10-1664815	2/4/2014	3/18/2010	US-2010-0070278-	Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		8/4/2021	3/16/2031
P10076351-50388341	ROSE-007	200900744062.7	China P. R. - (CN)	Original Filing - (ORF)	9/10/2009		7200980144062	10/5/2016	5/13/2015	US-2009-0204406-	Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		10/5/2021	9/10/2029
P10076351-50388342	ROSE-007	273742	Canada - (CA)	Original Filing - (ORF)	9/10/2009	3/14/2011	273742	5/13/2015	3/3/2005	US-2005-0048449-	Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		9/10/2021	9/10/2029
P10076351-50388345	ROSE-007	09813580.9	Germany - (DE)	Original Filing - (ORF)	9/10/2009		2332139	1/6/2015	10/21/2015		Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		9/10/2021	9/10/2029
P10076351-50388346	ROSE-007	09813580.9	France - (FR)	Original Filing - (ORF)	9/10/2009		2332139	10/21/2015	10/21/2015		Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		9/10/2021	9/10/2029
P10076351-50388371	ROSE-007	09813580.9	Great Britain - (GB)	Original Filing - (ORF)	9/10/2009		2332139	10/21/2015	10/21/2015		Rosetta Stone Ltd. - (ROSE)	METHOD FOR CREATING A SPEECH MODEL	Granted - (G)		9/10/2021	9/10/2029
P10076351-50388376	ROSE-016	12/488778	United States - (US)	Original Filing - (ORF)	6/22/2009		8840400	9/23/2014	12/23/2010	A1	Rosetta Stone Ltd. - (ROSE)	LANGUAGE COMMUNICATION	Granted - (G)		3/23/2022	2/23/2032
P10076351-50388786	ROSE-016	2766249	Canada - (CA)	Original Filing - (ORF)	6/11/2010		2766249	10/4/2016			Rosetta Stone Ltd. - (ROSE)	METHOD AND APPARATUS FOR IMPROVING LANGUAGE COMMUNICATION	Granted - (G)		6/11/2021	6/11/2030
P10076351-50388864	ROSE-020/00	12/656222	United States - (US)	Original Filing - (ORF)	1/29/2010		8768697	7/1/2014	8/4/2011	A1	Rosetta Stone Ltd. - (ROSE)	A METHOD FOR MEASURING SPEECH CHARACTERISTICS	Granted - (G)		1/1/2022	10/23/2031
P10076351-50388867	ROSE-020/01	17/978402	United States - (US)	Original Filing - (ORF)	9/9/2010		8972259	3/3/2015	3/15/2012	A1	Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHOD FOR TEACHING NON-LEXICAL SPEECH EFFECTS	Granted - (G)		9/3/2022	1/16/2032
P10076351-50388877	ROSE-029	13/932506	United States - (US)	Original Filing - (ORF)			1006569			A1	Rosetta Stone Ltd. - (ROSE)	GENERATING ACQUISITION MODELS OF ALTERNATIVE PRONUNCIATIONS FOR UTTERANCES SPOKEN BY A LANGUAGE LEARNER	Granted - (G)		3/4/2022	6/14/2034
P10076351-50388877CON	ROSE-029	16/023303	United States - (US)	Continuation - (C)	7/1/2013		10679616	9/4/2018	1/2/2014	US-2018-0308474-	Rosetta Stone Ltd. - (ROSE)	GENERATING ACQUISITION MODELS OF ALTERNATIVE PRONUNCIATIONS FOR UTTERANCES SPOKEN BY A LANGUAGE LEARNER	Granted - (G)			
P10076351-50389411	ROSE-022	13/163193	United States - (US)	Original Filing - (ORF)	6/29/2018		9911349	6/9/2020	10/25/2018	US-2012-0322034-	Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHOD FOR LANGUAGE INSTRUCTION USING VISUAL AND/OR AUDIO TRAINING	Granted - (G)		12/9/2023	7/1/2033
P10076351-50389623	ROSE-031	14/020385	United States - (US)	Original Filing - (ORF)	6/17/2011		9424834	3/6/2018	12/20/2012	A1	Rosetta Stone Ltd. - (ROSE)	INSTRUCTION USING VISUAL AND/OR AUDIO TRAINING	Granted - (G)		9/6/2021	4/25/2032
P10076351-50389628	ROSE-031	15/243479	United States - (US)	Continuation - (C)	9/6/2013		10210769	8/23/2016	3/6/2014	A1	Rosetta Stone Ltd. - (ROSE)	METHOD AND SYSTEM FOR READING FLUENCY TRAINING	Granted - (G)		2/23/2024	1/19/2034
P10076351-50389669	ROSE-031	292303	Canada - (CA)	Original Filing - (ORF)	8/22/2016		9135986	2/19/2019	5/18/2017	A1	Rosetta Stone Ltd. - (ROSE)	METHOD AND SYSTEM FOR READING FLUENCY TRAINING	Granted - (G)		8/19/2022	9/6/2033
P10076351-50389862	ROSE-002	12/897613	United States - (US)	Original Filing - (ORF)	9/6/2013	3/7/2016	9135986				Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		9/6/2021	
P10076351-50389865	ROSE-002	14/833304	United States - (US)	Continuation - (C)	9/22/2010		9954938	9/15/2015	3/22/2012	US-2012-0072912-	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		3/15/2023	11/9/2031
P10076351-50389865CON	ROSE-002CON	15/958795	United States - (US)	Continuation - (C)	9/14/2015		10812575	4/24/2018	3/10/2016	A1	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		10/24/2021	9/22/2030
P10076351-50389867	ROSE-002	2813005	Canada - (CA)	Original Filing - (ORF)	4/20/2018			10/20/2020	8/23/2018	US-2018-0241805-	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		4/20/2024	
P10076351-50389868	ROSE-002	201180053683.1	China P. R. - (CN)	Original Filing - (ORF)	9/21/2011	3/21/2013	1			CN 103262142 A	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		9/21/2021	
P10076351-50389881	ROSE-002	11827443.0	European Patent Convention - (EP)	Original Filing - (ORF)	9/21/2011	4/22/2013	6106087	5/24/2017	8/21/2013	2619745	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		9/21/2021	
P10076351-50389884	ROSE-002	2013-530260	Japan - (JP)	Original Filing - (ORF)	9/21/2011				7/31/2013		Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED LANGUAGE TEACHING LESSON USING A MAIN COMPUTER AND A MOBILE DEVICE	Granted - (G)		9/30/2021	
P10076351-50389886	ROSE-002 DIV	10-2018-7026141	Republic of Korea - (KR)	Division - (D)	9/21/2011		10-1969694	3/10/2017	4/16/2019	US-2012-007173-	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED TASK WITH DIVERSE DEVICES	Granted - (G)		3/10/2022	9/21/2031
P10076351-50389886	ROSE-002	10-2013-7010175	Republic of Korea - (KR)	Original Filing - (ORF)	9/10/2018		10-1899609	4/10/2019	4/16/2019	US-2016-0371944-	Rosetta Stone Ltd. - (ROSE)	PERFORMING A COMPUTERIZED TASK WITH DIVERSE DEVICES	Granted - (G)		4/10/2022	9/21/2031
P10076351-50389890	ROSE-034	13/209722	United States - (US)	Original Filing - (ORF)	9/21/2011	4/22/2013	9299366	9/11/2018	9/17/2018	A1	Lexia Learning Systems LLC - (LEXI)	SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	Granted - (G)		9/11/2021	9/21/2031
P10076351-50389892	ROSE-034	15/078798	United States - (US)	Continuation - (C)	8/15/2011		9824403	3/29/2016	3/29/2012	A1	Lexia Learning Systems LLC - (LEXI)	SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	Granted - (G)		9/29/2023	10/29/2031
P10076351-50389892	ROSE-034	15/820214	United States - (US)	Continuation - (C)	3/23/2016		10386467	11/21/2017	12/22/2016	A1	Lexia Learning Systems LLC - (LEXI)	SYSTEM FOR PERFORMING ASSESSMENT WITHOUT TESTING	Granted - (G)		5/21/2021	8/15/2031
P10076351-50651727	Rosetta Stone	17/015902	United States - (US)	Original Filing - (ORF)	11/21/2017			3/10/2020	6/7/2018	A1	Rosetta Stone Ltd. - (ROSE)	SYSTEM AND METHOD FOR TALKING AVATAR	Granted - (G)		9/10/2023	8/15/2031
P10076351-50651727	Rosetta Stone	PC7/US20/09941	Parent Cooperation Treaty -	Original Filing - (ORF)	9/9/2020							SYSTEM AND METHOD FOR TALKING AVATAR	Granted - (G)			
P10076351-50713876		63/021575	United States - (US)	Original Filing - (ORF)	5/7/2020							LANGUAGE LEARNING PLATFORM	Granted - (G)			

PATENT