

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conisus, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Educational Concepts Group, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
Envision Communications I, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
E Squared Communications I, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
S Phase, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
Internal Address:	c/o Monroe Capital LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3966520	CONISUS	
Registration Number:	4074379	CONISUS	
Registration Number:	4109598	CLINIKOL	
Registration Number:	4172201	S PHASE	
Registration Number:	3637159	ENVISION COMMUNICATIONS	
Registration Number:	3810184	CASEMAT	

OP \$165.00 3966520

CORRESPONDENCE DATA

Fax Number: 3124996701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 499-6700

Email: tapatterson@duanemorris.com

Correspondent Name: Brian P. Kerwin, Esq.

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	F6270-00006
NAME OF SUBMITTER:	Brian P. Kerwin
Signature:	/Brian P. Kerwin/
Date:	01/04/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**") dated as of December 27, 2012, is made by Conisus, LLC, Educational Concepts Group, LLC, Envision Communications I, LLC, E Squared Communications I, LLC, and S Phase, LLC, each a Delaware limited liability company (individually and/or collectively, "**Borrower**"), in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company in its capacity as administrative agent for the Lenders identified below ("**Agent**").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**") by and among the Borrower, Agents, and the financial institutions from time to time party thereto (collectively, the "**Lenders**"), the Lenders have agreed to make certain Loans to the Borrower.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Copyrights," "Intellectual Property," "Intellectual Property Licenses," "Patents," "Paid in Full," "Secured Obligations" and "Trademarks."

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, Borrower hereby grants to and in favor of Agent (for the benefit of Lenders and Agents) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Borrower's right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired.

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the "Lanham Act") would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted under this IP Security Agreement shall not attach to such Trademark application until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act.

3. Representations and Warranties. Borrower hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof:

(i) Exhibit A hereto lists all Intellectual Property which is registered or for which an application for registration is pending that is owned by Borrower in its own name and all Intellectual Property Licenses to which Borrower is a licensee of a registered or applied for Patent, Copyright or Trademark. Borrower is the owner of, or otherwise has right to use, such Intellectual Property that is United States Intellectual Property free and clear of any Liens, except for any applicable Permitted Liens; and

(ii) Borrower is duly authorized to execute and deliver this IP Security Agreement and perform its terms, this IP Security Agreement has been executed and delivered by a duly authorized officer of the Borrower, and this IP Security Agreement is a legally valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.

4. Restrictions on Future Agreements. Borrower agrees that until all Secured Obligations shall have been Paid in Full, Borrower shall not, without the prior written consent of Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, except as expressly permitted under the Credit Agreement and the Guaranty and Collateral Agreement (including, without limitation, with respect to Permitted Liens), and Borrower further agrees that it shall comply with the covenants set forth in Section 5.7 of the Guaranty and Collateral Agreement.

5. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, Borrower shall (i) become aware of any existing material Intellectual Property of which Borrower has not previously informed Agent, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Borrower shall comply with Section 5.7(f) of the Guaranty and Collateral Agreement (and the notice requirement set forth therein). Provided Agent gives written notice to Borrower, Borrower hereby authorizes Agent to modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable. Upon Agent's reasonable request, Borrower agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Agent's interest (for the benefit of itself and Lenders) in all Intellectual Property added to Exhibit A pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this IP Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) such time as the Secured Obligations have been Paid in Full. Borrower agrees that upon the occurrence and during the continuance of an Event

of Default, the use by Agent (for the benefit of Lenders and Agents) of all Intellectual Property shall be worldwide and as extensive as the rights of Borrower to use such Intellectual Property, and without any liability for royalties or other related charges from Agents or Lenders to Borrower. Upon the occurrence and during the continuance of any Event of Default, Borrower hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent (for the benefit of Lenders and Agents) as assignee of Borrower's entire interest therein and in the goodwill of Borrower's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Borrower acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

8. Further Assurances. Borrower agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Borrower acknowledges that a copy of this IP Security Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Borrower.

9. Release of IP Security Agreement. Upon such time as the Secured Obligations are Paid in Full, this IP Security Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent (for the benefit of Lenders and Agents) hereunder.

10. Expenses. All reasonable, documented out-of-pocket costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower; provided, that any documentation with respect to attorney fees shall be limited to summary accounting data and shall not include any description or detail of work performed. All reasonable, documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including, without limitation, Attorney Costs incurred by Agent in connection with the

filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any Taxes (other than Excluded Taxes), maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the default rate of interest set forth in the Credit Agreement in accordance with and pursuant to any limitations set forth in Sections 15.5 and 15.17, if and as applicable, of the Credit Agreement; provided, that any documentation with respect to attorney fees shall be limited to summary accounting data and shall not include any description or detail of work performed.

11. Duties of Borrower. Borrower shall have the duty to the extent commercially reasonable and in Borrower's good faith business judgment: (i) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter that are material to Borrower's business or necessary for the conduct of Borrower's business, (ii) to make application on unpatented but patentable inventions and on Trademarks that are material to Borrower's business or necessary for the conduct of Borrower's business, and (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Borrower in its Trademarks). Any and all costs and expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower. Borrower shall comply with Section 5.7 of the Guaranty and Collateral Agreement with respect to the abandonment of any Intellectual Property. Notwithstanding the foregoing and for the avoidance of doubt, Borrower may, in the ordinary course of its business, abandon any Intellectual Property application, registration or other right that does not have a material economic value as determined by Borrower in its reasonable business judgment, so long as no Material Adverse Effect could result therefrom.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property; and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, Attorney Costs) incurred by Agent in the exercise of its rights under this Section 12 in accordance with and pursuant to any limitations set forth in Sections 15.5 and 15.17, as applicable, of the Credit Agreement.

13. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this IP Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Security Agreement in any jurisdiction.

15. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Guaranty and Collateral Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

17. Indemnification. Borrower hereby agrees to and shall defend, indemnify, save, and hold Agents, Lenders and their respective officers, directors, employees, managers, affiliates, attorneys and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this IP Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, Attorneys Costs) in any way suffered, incurred, or paid by Agent, Lenders as a result of or in any way arising out of, following, or consequential to this IP Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Agent solely as a result of its willful misconduct or gross negligence as finally determined in a non-appealable judicial proceeding, and otherwise in accordance with and pursuant to any limitations set forth in Sections 15.5 and 15.17, as applicable, of the Credit Agreement. The indemnification obligations of Borrower provided hereby shall survive the termination of this IP Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Borrower and its respective successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this IP Security Agreement or any of Borrower's obligations hereunder without the prior written consent of Agent.

19. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Survival of Representations. All representations and warranties of Borrower contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement and shall be remade as true and correct in all material respects (provided that if any representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty shall be true and correct in all respects) on the date of each borrowing under the Credit Agreement.

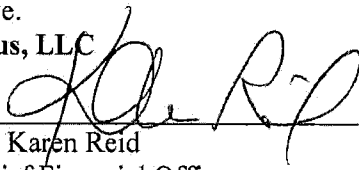
22. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS IP SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION, BORROWER AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS IP SECURITY AGREEMENT. BORROWER HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

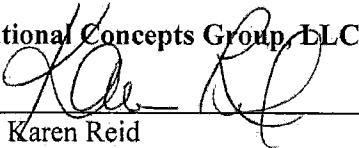
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

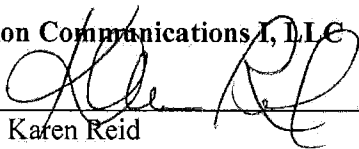
Conisus, LLC

By: 
Name: Karen Reid
Its: Chief Financial Officer


Educational Concepts Group, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

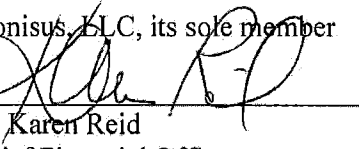
Envision Communications I, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

E Squared Communications I, LLC

By: 
Name: Karen Reid
Its: Vice President of Finance

S Phase, LLC

By: Conisus, LLC, its sole member
By: 
Name: Karen Reid
Its: Chief Financial Officer

Agreed and Accepted:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Agent

By: _____
Name: Alex Franky
Title: Managing Director

Intellectual Property Security Agreement

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

Conisus, LLC

By: _____
Name: Karen Reid
Its: Chief Financial Officer

Educational Concepts Group, LLC

By: _____
Name: Karen Reid
Its: Vice President of Finance

Envision Communications I, LLC

By: _____
Name: Karen Reid
Its: Vice President of Finance

E Squared Communications I, LLC

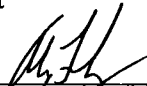
By: _____
Name: Karen Reid
Its: Vice President of Finance

S Phase, LLC

By: _____
Name: Karen Reid
Its: Chief Financial Officer

Agreed and Accepted:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Agent

By:  _____
Name: Alex Franky
Title: Managing Director

Intellectual Property Security Agreement

TRADEMARK
REEL: 004935 FRAME: 0607

EXHIBIT A

Trademarks

CONISUS, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CONISUS	U.S. Reg. No. 3,966,520	May 24, 2011
U.S.	CONISUS (stylized)	U.S. Reg. No. 4,074,379	December 20, 2011
U.S.	CLINIKOL	U.S. Reg. No. 4,109,598	March 6, 2012
U.S.	S PHASE	U.S. Reg. No. 4,172,201	July 10, 2012
European Community	S PHASE	CTM No. 9,340,894	June 9, 2011
European Community	CONISUS	CTM No. 010,172,484	August 3, 2011

ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademarks</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	ENVISION COMMUNICATIONS (registered mark amended with the USPTO to delete "INC." as of 04/10/10)	U.S. Reg. No. 3,637,159	June 16, 2009
European Community	ENVISION COMMUNICATIONS	CTM No. 8563298	May 3, 2010

ENVISION COMMUNICATIONS I, LLC

<u>Registered Trademark</u>			
Country	Trademark	Registration No.	Registration Date
U.S.	CASEMAT	U.S. Reg. No. 3,810.184	June 29, 2010