

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XanEdu Publishing, Inc.		08/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank		
Street Address:	150 California Street, 13th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85258366	ACADEMICPUB	
Serial Number:	78751386	SHAREDBOOK	
Serial Number:	78751378	CONNECT AND REMEMBER	
Serial Number:	77660932	BLOG2PRINT	
Serial Number:	77137321	MADE ANY GOOD BOOKS LATELY?	
Serial Number:	76527193	XANEDU	
Serial Number:	76527131	XANEDU	
Serial Number:	76070446	XANEDU	
Serial Number:	76070426	XANEDU	
CORRESPONDENCE DATA			
Fax Number:	6196992701		
<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>			
Phone:	619-699-2700		
Email:	derek.montebianco@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		

CH \$240.00 85258366

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	08/09/2017
Total Attachments: 6 source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page1.tif source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page2.tif source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page3.tif source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page4.tif source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page5.tif source=(XanEDU Publishing) Parent Intellectual Property Security Agreement #page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 7, 2017, by and between CITY NATIONAL BANK ("Bank") and XANEDU PUBLISHING, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of June 17, 2015 by and among Grantor, SHAREDBOOK INC., a Delaware corporation (together with Grantor, the "Borrowers"), and Bank (as amended, modified, supplemented or restated 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 and provide other credit accommodations to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor and each other Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those 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.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

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

4. 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.

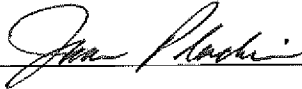
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4750 Venture Drive, Suite 400
Ann Arbor, MI 48108
Attn: President
FAX:

XANEDU PUBLISHING, INC.,
a Delaware corporation

By: 

Name: JASON PLACKOWSKI

Title: CEO

BANK:

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

CITY NATIONAL BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

4750 Venture Drive, Suite 400
Ann Arbor, MI 48108
Attn: President
FAX:

XANEDU PUBLISHING, INC.,
a Delaware corporation

By: _____

Name: _____

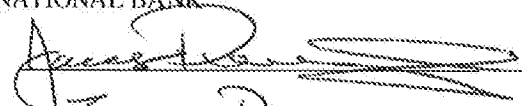
Title: _____

BANK:

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

CITY NATIONAL BANK

By:  _____

Name: James Demoy

Title: SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Printing a custom online book and creating groups of annotations made by various users using annotation identifiers before the printing	7,506,246 11099817	3/17/2009
System and method for arbitrary annotation of web pages	11099768	4/6/2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration File Date</u>
XANEDU	76527193/ 2941154	6/30/03 4/19/05
XANEDU	76527131/ 2943369	6/30/03 4/26/05
XANEDU	76070446/ 2698286	6/15/00 3/18/03
XANEDU	76070426/ 2700899	6/15/00 3/25/03
ACADEMICPUB	85/258366/ 4082594	3/4/2011 1/10/2012
SHAREDBOOK	78751386/ 3221857	11/10/2005 3/27/2007
CONNECT AND REMEMBER	78751378/ 3221856	11/10/2005 3/27/2007
BLOG2PRINT	77660932/ 3663626	2/1/2009 8/4/2009
MADE ANY GOOD BOOKS LATELY?	77137321/ 3343567	3/22/2007 11/27/2007