

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asteria Education, Inc.		11/21/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Bank, N.A.		
<b>Street Address:</b>	2800 POST OAK BOULEVARD, SUITE 3800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4080599	STAAR MASTER	
<b>Registration Number:</b>	4200652	STAAR MASTER	
<b>Registration Number:</b>	4696129	STAAR MASTER	
<b>Registration Number:</b>	2706291	TESTSMART	
<b>Registration Number:</b>	2437150	NOVEL UNITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7135909602		
<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>	(713) 590-9600		
<b>Email:</b>	kjaasma@ewingjones.com		
<b>Correspondent Name:</b>	Keith Jaasma, Ewing & Jones, PLLC		
<b>Address Line 1:</b>	6363 Woodway Drive, Suite 1000		
<b>Address Line 4:</b>	Houston, TEXAS 77057		
<b>NAME OF SUBMITTER:</b>	Keith Jaasma		
<b>SIGNATURE:</b>	/Keith Jaasma/		
<b>DATE SIGNED:</b>	11/21/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is executed effective the 21st day of November, 2017, between **ASTERIA EDUCATION, INC.**, a Texas corporation ("Debtor"), whose principal place of business and chief executive office is located at 2709 Bulverde Road, Bulverde, Texas 78163, and **CADENCE BANK, N.A.**, a national banking association ("Secured Party"), with offices at 2800 Post Oak Boulevard, Suite 3800, Houston, Texas 77056. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Loan Agreement dated of even date herewith executed by Secured Party and Debtor, and all modifications, renewals, extensions, amendments, restatements and rearrangements thereof (the "Loan Agreement"), except as otherwise set forth herein.

### WITNESSETH:

**WHEREAS**, in connection with the Loan Agreement, Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, under the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, certain intellectual property of Debtor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

**SECTION 1.** Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following issued trademark registrations issued by the United States Patent and Trademark Office, (the "Collateral"):

- (a) STAAR MASTER, Registration No. 4,080,599
- (b) STAAR MASTER, Registration No. 4,200,652
- (c) STAAR MASTER, Registration No. 4,696,129
- (d) TESTSMART, Registration No. 2,706,291
- (e) NOVEL UNITS, Registration No. 2,437,150

Debtor hereby represents and warrants that it owns all rights, title, and interest in the foregoing Collateral and it has not otherwise assigned or encumbered the Collateral.

**SECTION 2.** Security for Obligations. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the payment of all Obligations of Debtor now or hereafter existing under or in respect of the Security Instruments, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by Debtor

to Secured Party under the Security Instruments but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Secured Party.

**SECTION 3.**     Recordation. This IP Security Agreement has been executed and delivered by Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Debtor authorizes and requests that the Commissioner for Trademarks to record this IP Security Agreement. Debtor agrees to execute any and all additional documents necessary to record Secured Party's security interest with the USPTO.

**SECTION 4.**     Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5.**     Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 6.**     Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE IN TEXAS (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

**SECTION 7.**     Severability. If any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 8.**     Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

**SECTION 9.**     STATUTE OF FRAUDS. THE LOAN AGREEMENT AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH CONSTITUTE THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL


AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

**DEBTOR:**

ASTERIA EDUCATION, INC.

By:   
David Cumberbatch  
Chief Executive Officer

**SECURED PARTY:**

CADENCE BANK, N.A.

By: \_\_\_\_\_  
Rachel Heath,  
Assistant Vice President

Signature Page of Intellectual Property Security Agreement

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement effective as of the date first above written.

**DEBTOR:**

ASTERIA EDUCATION, INC.

By: \_\_\_\_\_  
David Cumberbatch  
Chief Executive Officer

**SECURED PARTY:**

CADENCE BANK, N.A.

By: Rachel Heath  
Rachel Heath,  
Assistant Vice President

Signature Page of Intellectual Property Security Agreement