900459525 07/24/2018

900459525

07/24/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM483151

3	SUBMISSION TYPE:	NEW ASSIGNMENT
-	NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

-	Name	Formerly .	Execution Date	Entity Type
-	CALVERT EDUCATION SERVICES, LLC (AS SUCCESSOR IN INTEREST TO VSCHOOLZ, LLC)			Corporation: MARYLAND Limited Liability Company

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 1

	Property Type	Number	Word Mark	
-	Registration Number:	4302977	VSCHOOLZ (

CORRESPONDENCE DATA

Fax Number:

8585506420

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:

858-550-6433

Email:

jmfitzpatrick@cooley.com JENNIFER FITZPATRICK

Address Line 1:

Correspondent Name:

G/O COOLEY LLP

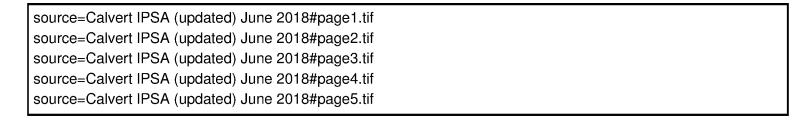
Address Line 2:

4401 EASTGATE MALL

Address Line 4:

SAN DIEGO, CALIFORNIA 92121

ł .	
ATTORNEY DOCKET NUMBER:	036703-1650
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	07/24/2018
Total Attachments: 5	



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 15, 2014 by and between **COMERICA BANK** ("Bank") and **CALVERT EDUCATION SERVICES, LLC**, a Maryland limited liability company ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and to VSCHOOLZ, LLC (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented 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 to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers 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 Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers 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 Collateral (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.

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.

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.

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.

1.

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:

CALVERT EDUCATION SERVICES, LLC

10713 Gilroy Road, Suite B Hunt Valley, MD 21031

By: In flow
Name: Row Row
Title: Co

BANK:

Address of Bank:

COMERICA BANK

m/c 7512 39200 W. Six Mile Road Livonia, MI 48152

Name: Morty
Title: VP

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

Delivered under separate cover.

107385955 v1

EXHIBIT B Patents

Description	Registration/ Application Number	Registration/ Application Date
For methods, systems, and computer readable media for tagging atomic learning units of instructional content with standards and	13/759,881	02/05/2013
levels of rigor and for using the tagged atomic learning units for dynamically generating a curriculum for individualized academic instruction	(Abandoned)	

107385955 v1

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
BLENDED TEACHING SERVICES	86/894,851	02/02/16
<design mark=""></design>	4,136,539	05/01/12
MELODY LANE	1,685,635	05/05/92
VSCHOOLZ	4,302,977	03/12/13

107385955 v1

RECORDED: 07/24/2018