

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
LEXIA LEARNING SYSTEMS, INC.		06/21/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4036580	ASSESSMENT WITHOUT TESTING
Registration Number:	2888776	CROSS-TRAINING FOR THE MIND
Registration Number:	3954903	
Registration Number:	2417528	LEXIA
Registration Number:	4190912	LEXIA DISTRICT ADVANTAGE
Registration Number:	2544899	LEXIA EARLY READING
Registration Number:	3974943	LEXIA LESSONS
Registration Number:	3109814	LEXIA PRIMARY READING
Registration Number:	2417523	LEXIA QUICK READING TEST
Registration Number:	3676995	LEXIA READING
Registration Number:	3513407	LEXIA READING
Registration Number:	3974942	LEXIA SKILL BUILDERS

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Registration Number:	3114729	LEXIA STRATEGIES FOR OLDER STUDENTS
Registration Number:	3513408	MYLEXIA
Registration Number:	2888775	OUR WORLD BEGINS WITH READING
Registration Number:	4175560	THE FUTURE OF READING EDUCATION
Registration Number:	4175559	WELCOME TO THE FUTURE OF READING EDUCATI
Serial Number:	85627102	TEST LESS, TEACH MORE.
Serial Number:	85627093	TEST LESS. TEACH MORE.
Serial Number:	85870714	CORE5
Serial Number:	85680525	CORE5
Serial Number:	85870697	CORE6
Serial Number:	85680514	CORE6
Serial Number:	85870690	CORE7

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 858-550-6403  
Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 305983-1094 LEXIA

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 06/24/2013

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 21, 2013 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and LEXIA LEARNING SYSTEMS, INC., a Massachusetts corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of June 21, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

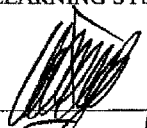
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LEXIA LEARNING SYSTEMS, INC.

By:   
Name: Paul T. More  
Title: CFO

Address for Notices:  
200 Baker Avenue, Suite 315  
Concord, MA 01742  
Attn: Paul T. More, CFO  
FAX: (978) 405-6214

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


**GRANTOR:**

LEXIA LEARNING SYSTEMS, INC.

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Christian Perdomo  
Title: Vice President

Address for Notices:  
200 Baker Avenue, Suite 315  
Concord, MA 01742  
Attn: Paul T. More, CFO  
FAX: (978) 405-6214

Address for Notices:  
Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

EXHIBIT A  
COPYRIGHTS

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

Country\*      Registration No.   Registration Date                      Author(s)                      Title

**United States of America**

<u>Applicant/Registrant</u>	<u>Copyright</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Lexia Learning Systems, Inc.	Assess A	TX0003575635	April 15, 1992
Lexia Learning Systems, Inc.	Assess B	TX0003464629	April 15, 1992
Lexia Learning Systems, Inc.	Lexia	TX0003776528	April 15, 1994
Lexia Learning Systems, Inc.	Lexia Admin System V1.1	TXu001644539	July 28, 2009
Lexia Learning Systems, Inc.	Reading SOS	TX0004753313	March 24, 1998

EXHIBIT B  
TRADEMARKS

Mark Name	Country	Class	App. No.	Reg. No.	Reg. Date
ASSESSMENT WITHOUT TESTING	United States	9	85/291137	4,036,580	10/4/2011
CROSS-TRAINING FOR THE MIND	United States	9	76/557971	2,888,776	9/28/2004
DESIGN OF A LION	United States	9	85/123716	3,954,903	5/3/2011
LEXIA	United States	9	75/892049	2,417,528	1/2/2001
LEXIA DISTRICT ADVANTAGE	United States	42	77/549200	4,190,912	08/14/2012
LEXIA EARLY READING	United States	9	76/256664	2,544,899	3/5/2002
LEXIA LESSONS	United States	9	77/549247	3,974,943	6/7/2011
LEXIA PRIMARY READING	United States	9	76/608323	3,109,814	6/27/2006
LEXIA QUICK READING TEST	United States	9	75/891778	2,417,523	1/2/2001
LEXIA READING	United States	42	77/183778	3,676,995	9/1/2009
LEXIA READING	United States	9	77/183773	3,513,407	10/7/2008
LEXIA SKILL BUILDERS	United States	9	77/549240	3,974,942	6/7/2011
LEXIA STRATEGIES FOR OLDER STUDENTS	United States	9	76/616976	3,114,729	7/11/2006
MYLEXIA	United States	42	77/183784	3,513,408	10/7/2008
OUR WORLD BEGINS WITH READING	United States	9	76/557962	2,888,775	9/28/2004
THE FUTURE OF READING EDUCATION	United States	42	85/481631	4,175,560	07/17/2012
WELCOME TO THE FUTURE OF READING EDUCATION	United States	42	85/481512	4,175,559	07/17/2012
LEXIA	Australia	9	985174	985174	01/16/2004
LEXIA	China P.R.		4979292	4979292	10/14/2008
LEXIA	Costa Rica	9	2003/0008330	147706	5/28/2004
LEXIA ADVANCED READING	Ireland	9	2003/00826	229509	4/13/2004
LEXIA	Ireland	9	2003/02133	228338	11/13/2003
LEXIA BASIC READING	Ireland	9	2004/00814	229508	4/13/2004
LEXIA	Mexico	9	644,951	829,701	3/4/2004
LEXIA STRATEGIES FOR OLDER STUDENTS	Mexico	9	715,395	893,174	7/28/2005
LEXIA	New Zealand	9	704383	704383	11/13/2003
FLEXI	United Kingdom	9	2463248	2463248	8/6/2007
LEXIA	United Kingdom	9	2349064	2349064	11/17/2003

LEXIA ADVANCED READING	United Kingdom	9	2355635	2355635	2/11/2004
LEXIA BASIC READING	United Kingdom	9	2355635	2355635	2/11/2004
LEXIA EARLY READING: UK VERSIO	United Kingdom	9	2424807	2424807	6/19/2006
LEXIA FOUNDATON PHONICS	United Kingdom	9	2371588	2371588	8/26/2004
LEXIA FOUNDATON READING	United Kingdom	9	2371588	2371588	8/26/2004
LEXIA READING	United Kingdom	9	2459507	2459507	2/15/2008
LEXIA READING ASSESSMENT	United Kingdom	9	2371750	2371750	8/27/2004
LEXIA STRATEGIES FOR OLDER STUDENTS	United Kingdom	9	2418645	2418645	4/5/2006
MYLEXIA	United Kingdom	9	2459509	2459509	2/15/2008
OUR WORLD BEGINS WITH READING	United Kingdom	9	2434283	2434283	10/3/2006
TEST LESS, TEACH MORE.	United States	41/42	85/627102		
TEST LESS, TEACH MORE.	United States	41/42	85/627093		
CORE5	United States	9	85/870714		
CORE5	United States	42	85/680525		
CORE6	United States	9	85/870697		
CORE6	United States	42	85/680514		
CORE7	United States	9	85/870690		
CORE7	United States	42	85/680507		

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EXHIBIT C

PATENTS

<u>Title</u>	<u>Applicant/Registrant</u>	<u>Patent App. No.</u>	<u>Publication No.</u>	<u>No.</u>	<u>Application/ Registration Date</u>
System for performing assessment without testing	Lexia Learning Systems, Inc.	13/209,722	20120077173		August 15, 2011

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