

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knewton, Inc.		07/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5423646	KNERD	
Registration Number:	3822699	KNEWTON	
Registration Number:	4125784	KNEWTON	
Registration Number:	5266303	KNEWTON	
Serial Number:	87621252	ALTA	
Serial Number:	87426802	ONE ON ONE FOR EVERYONE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	susan.reynholds@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		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	04/18/2019		
Total Attachments: 11			

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of July 30, 2018 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and KNEWTON, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is KNEWTON, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and KNEWTON, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of July 30, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If

We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us of any one or more of the rights, powers or remedies provided for in this 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: KNEWTON, INC.
Signature: Jennifer Grunbaum
Print Name: Jennifer Grunbaum
Title: Chief Financial officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Knewton, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Methods, Media, and Systems for Computer-Based Learning; Jose Ferreira	Allowed Issue Date: 3/18/2014	US Pat No.: 8,672,686
Methods, Media, and Systems for Computer-Based Learning; Jose Ferreira	Allowed Issue Date: 11/29/2013	Japan Pat No.: 5421262

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Methods, Media, and Systems for Computer-Based Learning; Jose Ferreira	Pending Filed: 6/30/2017	US Application #: 15/639,301
Personalized Content Recommendations; George Davis, et al.	Pending Filed: 8/26/2014	Application #: 14/469,077

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Knewton, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	STATUS
ALTA	United States	Application No. 87621252	Class 41; Class 42	Filed 9/25/17 (on the basis of intended use); Notice of Allowance mailed 4/3/18
KNERD	United States	Registration No. 5423646	Class 41; Class 42	Filed 6/27/14 Registered 3/13/18 First Use: 12/2017 (Class 41); 1/12/18 (Class 42)
KNEWTON	United States	Registration No. 3822699	Class 41	Filed 12/19/08 Registered 7/20/10 Declaration of Use accepted 9/24/16 First Use: 11/08
KNEWTON	United States	Registration No. 4125784	Class 42	Filed 12/19/08 Registered 4/10/12 Declaration of Use accepted: 4/20/18 First Use: 11/08
KNEWTON	United States	Registration No. 5266303	Class 41; Class 42	Filed 6/27/14 Registered 8/15/17 First Use: 01/2017 (Class 41); 4/11/17 (Class 42)
ONE ON ONE FOR EVERYONE	United States	Application No. 87426802	Class 41; Class 42	Filed 4/26/17 (on the basis of intended use); Notice of Allowance mailed 3/13/18

KNEWTON	Argentina	Registration No. 2779650	Class 41	Filed 12/16/14 Registered 1/11/16
KNEWTON	Argentina	Application No. 2784000	Class 42	Filed 12/16/14 Registered 2/5/16
ALTA	Australia	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	Australia	IR Reg. No. 1246711 Australian Reg. No. 1693500	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Australia 8/27/15
KNEWTON	Australia	IR Reg. No. 1271384 Australian Reg. No. 1731223	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in Australia 3/3/16
KNEWTON	Brazil	Registration No. 908808348	Class 41	Filed 12/23/14 Registered 6/6/17
KNEWTON	Brazil	Registration No. 908808437	Class 42	Filed 12/23/14 Registered 6/6/17
KNEWTON	Canada	Application No. 1708812	Class 41	Filed 12/23/14; Notice of Allowance mailed 1/19/18
ALTA	China	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	China	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in China 2/15/16
KNEWTON	China	Registration No. 7483296	Class 41	Filed 6/19/09 (claiming priority of US App. No. 77636671) Registered 1/28/11

KNEWTON	China	Registration No. 7483297	Class 42	Filed 6/19/09 (claiming priority of US App. No. 77636665) Registered 1/28/11
KNEWTON	China	Registration No. 16012952	Class 41; Class 42	Filed 12/25/14 Registered 2/28/16
KNERD	Colombia	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Colombia 3/31/16
KNEWTON	Colombia	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14)
ALTA	European Union	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	European Union	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14); Published 5/21/15 Granted in the EU 3/21/16
KNEWTON	European Union	Registration No. 8376709	Class 41; Class 42	Filed 6/19/09 (claiming priority of US App. Nos. 77636671 and 77636665) Registered 1/12/10
KNEWTON	European Union	Registration No. 13603261	Class 9; Class 41; Class 42	Filed 12/23/14 Registered 4/24/15
KNEWTON	Hong Kong	Registration No. 303237688	Class 41; Class 42	Filed 12/16/14 Registered 11/5/15
ALTA	India	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)

KNERD	India	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in India 10/28/16
KNEWTON	India	Registration No. 1831095	Class 41	Filed 6/19/09 (claiming priority of US App. No. 77636671) Registered 4/19/11
KNEWTON	India	Registration No. 1831096	Class 42	Filed 6/19/09 (claiming priority of US App. No. 77636665) Registered 2/21/17
KNEWTON	India	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in India 1/19/18
ALTA	Indonesia	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	Indonesia	Application No. J00.2014.059875	Class 41	Filed 12/24/14 (based on US App. No. 86322426) Published 7/12/17
KNERD	Indonesia	Application No. J00.2014.059874	Class 42	Filed 12/24/14 (based on US App. No. 86322426) Published 7/12/17
KNEWTON	Indonesia	Application No. J00.2014.059866	Class 42	Filed 12/24/14 (based on US App. No. 86322432) Published 7/12/17
ALTA	International Register	USPTO Ref. No. A0074514	Class 41; Class 42 <i>Designated Jurisdictions: Australia, China, the EU, India, Indonesia, Japan, Mexico, and Singapore.</i>	Filed 3/23/18 (based on US App. No. 87621252)

KNERD	International Register	Registration No. 1246711	Class 41; Class 42 <i>Designated Jurisdictions: Australia, China, Colombia, the EU, India, Indonesia, Japan, Norway, Singapore, and Turkey.</i>	Filed 12/15/14 (based on US App. No. 86322426); International Registration issued 5/14/15 (Reg. Date is 12/15/14)
KNEWTON	International Register	Registration No. 1271384	Class 41; Class 42 <i>Designated Jurisdictions: Australia, Colombia, India, Indonesia, Japan, Mexico, Singapore, South Korea, and Turkey.</i>	Filed 12/15/14 (based on US App. No. 86322432); International Registration issued 10/29/15 (Reg. Date is 12/15/14)
ALTA	Japan	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	Japan	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Japan 9/9/16
KNEWTON	Japan	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in Japan 3/9/17
ALTA	Mexico	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNEWTON	Mexico	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14)
KNERD	Norway	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Norway 1/8/16

KNEWTON	Saudi Arabia	Registration No. 1436009707	Class 41	Filed 2/25/15 Registered 6/6/15
KNEWTON	Saudi Arabia	Registration No. 1436009704	Class 42	Filed 2/25/15 Registered 6/6/15
ALTA	Singapore	USPTO Ref. No. A0074514	Class 41; Class 42	Filed 3/23/18 (based on US App. No. 87621252)
KNERD	Singapore	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14) Granted in Singapore 8/12/16
KNEWTON	Singapore	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in Singapore 3/21/17
KNEWTON	South Korea	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in South Korea 11/10/16
KNEWTON	Taiwan	Registration No. 1734751	Class 41; Class 42	Filed 12/16/14 Registered 10/16/15
KNERD	Turkey	IR Reg. No. 1246711	Class 41; Class 42	International Registration issued 5/14/15 (Reg. Date is 12/15/14); Published 7/30/15; Opposition period ends 11/12/15 Granted in Turkey 3/10/16
KNEWTON	Turkey	IR Reg. No. 1271384	Class 41; Class 42	International Registration issued 10/29/15 (Reg. Date is 12/15/14) Granted in Turkey 9/10/16

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Knewton, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
NONE			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
NONE		