

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEARNOSITY LIMITED		06/09/2021	Corporation: DELAWARE
QUESTIONMARK COMPUTING LIMITED		06/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative and Collateral Agent
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4845223	Q?
Registration Number:	2415192	QML
Registration Number:	5003589	QUESTIONMARK EXPERIENCE
Registration Number:	3022230	MY ASSESSMENTS
Registration Number:	3044516	QUESTIONMARK SECURE
Registration Number:	2062992	QUESTION MARK
Registration Number:	2271604	PERCEPTION
Registration Number:	3915677	QUESTIONMARK
Registration Number:	3763684	QUESTIONMARK LIVE
Serial Number:	88719638	QM
Serial Number:	88718111	QUESTION MARK

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: JAY DASILVA

TRADEMARK

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1394282 TM

NAME OF SUBMITTER: Daniel K. Ruiz

SIGNATURE: /Daniel K. Ruiz/

DATE SIGNED: 06/09/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of June 9, 2021 by and between the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to the Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of June 9, 2021, by and among, LN PLEDGE CO. LIMITED, a private company limited by shares incorporated under the laws of Ireland with company number 626790 and having its registered offices at 6 Coke Lane, Smithfield, Dublin, D07 EDP2, Ireland (“*Holdings*”); LN ACQUISITION CO. LIMITED, a private company limited by shares incorporated under the laws of Ireland with company number 626789 and having its registered offices at 6 Coke Lane, Smithfield, Dublin, D07 EDP2, Ireland (“*Learnosity Topco*”); LEARNOSITY HOLDINGS LIMITED, a private company limited by shares incorporated under the laws of Ireland with company number 485811 and having its registered offices at 6 Coke Lane, Dublin, D07 EDP2, Ireland (“*Learnosity Holdings*”); LEARNOSITY LIMITED, a private company limited by shares incorporated under the laws of Ireland with company number 336606 and having its registered office at 6 Coke Lane, Dublin, D07 EDP2, Ireland (“*Learnosity*”) and together with Learnosity Topco and Learnosity Holdings, jointly and severally, individually and collectively, the “*Borrower*”); the Guarantors from time to time party thereto; the Lenders party thereto from time to time (the “*Lenders*”); and SVB, as issuing lender, swingline lender and administrative agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Borrower under the Credit Agreement, Holdings, the Borrower, the Guarantors and the Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to the Borrower, but only upon the condition, among others, that the Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Obligations of the Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the 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 the Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and the other Loan Documents, the Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, 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, respectively), 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) and goodwill associated therewith, 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; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Collateral.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of an original executed counterpart hereof.

The Grantor hereby irrevocably and unconditionally authorises William Fry to do, at the cost and expense of the Grantor, all acts and sign on its behalf all required documents and forms as the Administrative Agent and/or William Fry may consider necessary or desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Companies Act 2014 in respect of this Agreement. For the avoidance of doubt, this clause permits the Administrative Agent and William Fry to insert its or their employees respective e-mail addresses (or such other e-mail address as it or they may nominate) in any form or forms filed under Section 409 of the Companies Act 2014 for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office. In addition, the Grantor agrees and acknowledges that it is the Grantor's responsibility to comply with the requirements of and the procedures set out in section 409 the Companies Act 2014 and that William Fry has no liability or responsibility to the Grantor for any failure to comply in full or in part with any such requirement or procedure.

Insofar as there is any conflict or inconsistency between terms of this Agreement and the terms of any UK Security Document, then, insofar as such conflict or inconsistency relates to any Collateral from time to time located in England and Wales, the terms of the relevant UK Security Document shall prevail.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK

[Signature page follows.]

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:

SIGNED AND DELIVERED as a deed
for and on behalf of

Learnosity Limited

by its lawfully appointed attorney

~~Russell Fleischer~~ GARETH SMYTH

In the presence of:


Signature



Witness (Signature)

GRAHAM COYNE

Print Name

39 NORTHUMBERLAND ROAD DUBLIN 4

Print Address

TRAINEE SOLICITOR

Witness Occupation

IMMEDIATELY FOLLOWING HIS APPOINTMENT AS DIRECTOR UPON COMPLETION OF THE ACQUISITION:

EXECUTED as a deed by
Questionmark Computing Limited
acting by Gavin Cooney
a director in the presence of:

DocuSigned by:
Jill Tully
EBBCD43BAB064B2...

DocuSigned by:
Gavin Cooney
E4CADAC3196F4D3...

Signature of director

Witness (Signature)

Jill Tully

Print Name

14 Great Peter Street, SW1P 3NR, London, UK

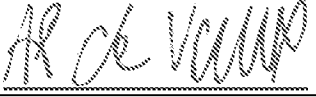
Print Address

Venture Capitalist

Witness Occupation

ADMINISTRATIVE AGENT

SILICON VALLEY BANK

By: 

Name: Andy de Vaux

Title: Director

Signature Page to IP Security Agreement

TRADEMARK
REEL: 007321 FRAME: 0475

EXHIBIT A

Copyrights

Grantor: Questionmark Computing Limited

Registered Copyrights

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
Questionmark Computing Limited	United States	TX0002592256 ¹	March 3, 1989	Question Mark: user manual.
Questionmark Computing Limited	United States	TX0002593813 ²	February 24, 1989	Help file for Question mark.
Questionmark Computing Limited	United States	TX0002732620 ³	March 1, 1989	Question Mark software source.

Pending Copyright Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Work of Authorship</u>
None				

Registered Copyrights and Pending Copyright Applications Licensed

None.

¹ Joint ownership of Question Mark Computing & Owen Oliver Paschal, Inc.

² Joint ownership of Question Mark Computing & Owen Oliver Paschal, Inc.

³ Joint ownership of John Kleeman/Question Mark Computing

EXHIBIT B

Patents

Owner: Questionmark Computing Limited;

Issued Patents

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Questionmark Computing Limited	United States	US8,816,861	26 August 2014	Eric Shepherd John Kleeman	SYSTEM AND METHOD FOR DATA ANOMALY DETECTION PROCESS IN ASSESSMENTS
Questionmark Computing Limited	United States	US9055048B2	9 June 2015	Eric Robert Shepherd; Paul Roberts; and John Kleeman.	SECURE BROWSER
Questionmark Computing Limited	United States	US10,170,013B1	1 January 2019	Eric Robert Shepherd; Paul Roberts; and John Kleeman.	ASSESSMENT INSTANCES IN COMPUTERIZED ASSESSMENTS
Questionmark Computing Limited	United States	US9763613B2	19 September 2017	John Kleeman; and Eric Robert Shepherd;	SYSTEM AND METHOD FOR DATA ANOMALY DETECTION PROCESS IN ASSESSMENTS
Questionmark Computing Limited	United States	US9439593B2	13 September 2016	John Kleeman; and Eric Robert Shepherd	SYSTEM AND METHOD FOR DATA ANOMALY DETECTION PROCESS IN ASSESSMENTS

Pending Patent Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Question Mark Computing Limited	Europe	EP3041413A4	20 August 2014	John Kleeman; and Eric Robert Shepherd	SYSTEM AND METHOD FOR DATA ANOMALY DETECTION PROCESS IN

					ASSESSMENTS
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Issued Patents and Pending Patent Applications Licensed

None.

EXHIBIT C

Trademarks

Grantor: Learnosity Limited; Questionmark Computing Limited;

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Learnosity Limited	United States	5,993,225	25 February 2020	25 March 2019	Learnosity Limited	Learnosity
Learnosity Limited	Ireland	260328	1 November 2018	N/A	Learnosity Limited	Learnosity
Questionmark Computing Limited	United States	4845223	3 November 2015	24 March 2015	Questionmark Computing Limited	Q Logo
Questionmark Computing Limited	United States	2415192	26 December 2000	22 March 1999	Questionmark Computing Limited	QML
Questionmark Computing Limited	United Kingdom	2274053	21 December 2001	29 June 2001	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	United Kingdom	2274050	30 August 2002	29 June 2001	Questionmark Computing Limited	ASSESSMENT STORE
Questionmark Computing Limited	United States	5003589	19 July 2016	19 September 2012	Questionmark Computing Limited	QUESTION MARK EXPERIENCE
Questionmark Computing Limited	European Union	11201738	22 January 2013	20 September 2012	Questionmark Computing Limited	Questionmark Experience
Questionmark Computing Limited	United Kingdom	2353735	18 June 2004	17 January 2004	Questionmark Computing Limited	Questionmark Secure
Questionmark Computing Limited	United Kingdom	2354530	28 January 2005	28 January 2004	Questionmark Computing Limited	LIVEREACTION
Questionmark Computing Limited	Australia	1604638	6 February 2014	6 February 2014	Questionmark Computing Limited	Questionmark
Questionmark Computing Limited	European Union	12838421	22 September 2015	1 May 2014	Questionmark Computing Limited	Q Logo
Questionmark Computing Limited	United States	3022230	29 November 2005	24 June 2004	Questionmark Computing Limited	My Assessments

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Questionmark Computing Limited	United States	3044516	17 January 2006	22 January 2004	Questionmark Computing Limited	Questionmark Secure
Questionmark Computing Limited	United Kingdom	UK00003193676	24 March 2017	27 October 2016	Questionmark Computing Limited	Assessment Intelligence
Questionmark Computing Limited	United Kingdom	UK00003193779	20 January 2017	28 October 2016	Questionmark Computing Limited	AI Reporting
Questionmark Computing Limited	United States	2062992	20 May 1997	9 April 1996	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	European Union	5971767	2 May 2008	30 May 2007	Questionmark Computing Limited	QUESTION MARK LIVE
Questionmark Computing Limited	United Kingdom	2135265	27 March 1998	12 June 1997	Questionmark Computing Limited	Q Logo
Questionmark Computing Limited	United Kingdom	2145249	1 May 1998	17 September 1997	Questionmark Computing Limited	PERCEPTION
Questionmark Computing Limited	United Kingdom	B1315802	30 June 1989	14 July 1987	Questionmark Computing Limited	Questionmark
Questionmark Computing Limited	European Union	1103050	20 March 2000	12 March 1999	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	United States	2271604	24 August 1999	24 November 1997	Questionmark Computing Limited	PERCEPTION
Questionmark Computing Limited	European Union	18158567	22 May 2020	28 November 2019	Questionmark Computing Limited	Questionmark Logo
Questionmark Computing Limited	European Union	8665201	28 June 2010	5 November 2009	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	United Kingdom	UK00003447068	21 February 2020	26 February 2019	Questionmark Computing Limited	Questionmark Logo
Questionmark Computing Limited	United States	3915677	8 February 2011	10 November 2009	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	European Union	18158569	22 May 2020	28 November 2019	Questionmark Computing Limited	QM Logo
Questionmark Computing	United Kingdom	UK00003447072	21 February 2020	26 November	Questionmark Computing Limited	QM Logo

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Limited				2019		
Questionmark Computing Limited	United Kingdom	UK00918158569	22 May 2020	28 November 2019	Questionmark Computing Limited	QM Logo
Questionmark Computing Limited	United States	3763684	23 March 2010	25 May 2007	Questionmark Computing Limited	QUESTION MARK LIVE
Questionmark Computing Limited	United Kingdom	UK00918158567	22 May 2020	28 November 2018	Questionmark Computing Limited	Questionmark Logo
Questionmark Computing Limited	United Kingdom	UK00912838421	22 September 2015	1 May 2014	Questionmark Computing Limited	Q Logo
Questionmark Computing Limited	United Kingdom	UK00911201738	22 January 2013	20 September 2012	Questionmark Computing Limited	Questionmark Experience
Questionmark Computing Limited	United Kingdom	UK00908665201	28 June 2010	5 November 2009	Questionmark Computing Limited	QUESTION MARK
Questionmark Computing Limited	United Kingdom	UK00905971767	2 May 2008	30 May 2007	Questionmark Computing Limited	QUESTION MARK LIVE
Questionmark Computing Limited	United Kingdom	UK00901103050	20 March 2000	12 March 1999	Questionmark Computing Limited	QUESTION MARK

*for any domain name, include internet protocol address and registrar of such domain name

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Questionmark Computing Limited	United States	88719638	9 December 2019	Questionmark Computing Limited	QM Logo
Questionmark Computing Limited	United States	88718111	6 December 2019	Questionmark Computing Limited	QUESTIONMARK Logo
Questionmark Computing Limited	India	3708721	21 December 2017	Questionmark Computing Limited	QUESTIONMARK

Registered Trademarks and Pending Trademark Applications Licensed

None.