

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
2U, Inc.		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85610506	SEMESTER ONLINE
Registration Number:	3961091	GREAT UNIVERSITIES UNLEASHED
Registration Number:	3865553	MY TEACHER HERO
Registration Number:	3698219	A UNIVERSITY'S BEST FRIEND
Registration Number:	3698218	A GREAT UNIVERSITY'S BEST FRIEND
Registration Number:	3693925	2TOR
Serial Number:	85759654	2U
Serial Number:	85759707	2U
Serial Number:	85820003	SEMESTER ONLINE
Serial Number:	85833533	CERTIFICATION MAP
Serial Number:	85833534	TEACHER CERTIFICATION MADE SIMPLE!
Serial Number:	85833535	HOW TO MBA
Serial Number:	85874698	SEMESTER ONLINE

OP \$415.00 85610506

Serial Number:	85874721	SEMESTER ONLINE
Serial Number:	86076821	BLT
Serial Number:	86076824	BIDIRECTIONAL LEARNING TOOL

CORRESPONDENCE DATA

Fax Number: 7349302494

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/07/2014

Total Attachments: 10

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 31, 2013, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among 2U, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (each, individually, a "Lender," and any and all such financial institutions, collectively, the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in **Schedule 1.1** attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit

Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

2U, INC.

By: Catherine Gub

Its: CFO

SECURED PARTY:

COMERICA BANK, as Agent

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

2U, INC.

By: _____

Its: _____

SECURED PARTY:

COMERICA BANK, as Agent

By:  _____

Its: SVP _____

SCHEDULE 1.1

TRADEMARK COLLATERAL

2U, Inc.
Trademark Status List

<u>WW DOCKET NO</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL_NO</u>	<u>FILE_DATE</u>	<u>GOODS/SERVICES</u>	<u>REG.NO</u>	<u>REG. DATE</u>	<u>QUICK STATUS</u>	<u>CURRENT APPLICANT/REGISTRANT</u>
2U-0008	USA	YEAR ONLINE & Design 	85/610,564	4/27/2012	Educational services, namely, a service that partners with colleges and universities to offer distance learning instruction at the college and university level via a global computer network in International Class 41.			CLOSED; Notice of Abandonment issued on 7/22/2013	2U, Inc.
2U-0009	USA	SEMESTER ONLINE & Design 	85/610,506	4/27/2012	Educational services, namely, a service that partners with colleges and universities to offer distance learning instruction at the college and university level via a global computer network in International Class 41.			Notice of Allowance issued on 12/18/2012; Statement of Use/Extension due: 12/18/2013; *application will be abandoned once SEMESTER ONLINE (word mark) proceeds to registration.	2U, Inc.
2U-0010	USA	GREAT UNIVERSITIES UNLEASHED	85/104,286	8/10/2010	Administration of on-line, high quality, higher education degree programs for colleges and universities in International Class 35; and Educational services, namely, developing on-line curriculum for high quality degree programs for and in conjunction with colleges and universities in International Class 41.	3,961,091	05/17/11	Registered; Section 8 & 15 due: 5/17/2017; Renewal due: 5/17/2021	2U, Inc.
2U-0013	USA	MY TEACHER HERO 	77/797,959	8/5/2009	Promoting high quality education by providing a website that both solicits and posts inspirational testimonials about first rate teachers; educational services, namely, a website that provides information on how to become a certified teacher in International Class 35.	3,865,553	10/19/10	Registered; Section 8 & 15 due: 10/19/2016; Renewal due: 10/19/2020	2U, Inc.
2U-0014	USA	A UNIVERSITY'S BEST FRIEND	77/668,547	3/11/2009	Education services, namely, a service that partners with colleges and universities to create and administer high quality online degree programs in the field of online education in International Class 41.	3,698,219	10/20/09	Registered; Section 8 & 15 due: 10/20/2015; Renewal due: 10/20/2019	2U, Inc.
2U-0015	USA	A GREAT UNIVERSITY'S BEST FRIEND	77/668,454	3/11/2009	Education services, namely, a service that partners with colleges and universities to create and administer high quality degree programs in the field of on-line education in International Class 41.	3,698,218	10/20/09	Registered; Section 8 & 15 due: 10/20/2015; Renewal due: 10/20/2019	2U, Inc.


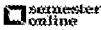
2U, Inc.
Trademark Status List

<u>WW DOCKET NO</u>	<u>COUNTRY</u>	<u>MARK</u>	<u>SERIAL_NO</u>	<u>FILE_DATE</u>	<u>GOODS/SERVICES</u>	<u>REG.NO</u>	<u>REG. DATE</u>	<u>QUICK STATUS</u>	<u>CURRENT APPLICANT/REGISTRANT</u>
2U-0016	USA	2TOR & Design 	77/579,886	9/26/2008	Business marketing, namely, marketing high quality on-line degree programs in International Class 35; Educational services, namely, a service that partners with colleges and universities to create and administer high-quality online degree programs in International Class 41; and Creating or maintaining web sites for others in International Class 42.	3,693,925	10/06/09	Registered, Section 8 & 15 due: 10/6/2015 ; Renewal due: 10/6/2019	2U, Inc.
2U-0017	USA	2U	85/759,654	10/22/2012	Business marketing, namely, marketing degree programs and educational courses for colleges and universities delivered online; administration of degree programs and educational courses for colleges and universities delivered online; student recruitment for university and college educational programs or courses delivered online; job placement services for students and graduates of college and university education programs delivered online; placement services, namely, arranging student residencies, clinical placements, and student-teaching positions for college and university students in International Class 35; Educational services, namely, a service that enables partner colleges and universities to offer distance learning instruction at the college and university level via a global computer network; educational services, namely, developing, arranging, and facilitating online courses for others at the college and university level; designing, developing and consulting on the design and development of content and curriculum for degree programs and educational courses for colleges	4,367,437	07/16/13	Registered, Section 8 & 15 due: 7/16/2019 ; Renewal due: 7/16/2023	2U, Inc.

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Trademark Status List

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2U-0018	USA	2U (Stylized) 	85/759,707	10/22/2012	Business marketing, namely, marketing degree programs and educational courses for colleges and universities delivered online; administration of degree programs and educational courses for colleges and universities delivered online; student recruitment for university and college educational programs or courses delivered online; job placement services for students and graduates of college and university education programs delivered online; placement services, namely, arranging student residencies, clinical placements, and student-teaching positions for college and university students in International Class 35; Educational services, namely, a service that enables partner colleges and universities to offer distance learning instruction at the college and university level via a global computer network; educational services, namely, developing, arranging, and facilitating online courses for others at the college and university level; designing, developing and consulting on the design and development of content and curriculum for degree programs and educational courses for colleges and universities delivered online; student support services, namely, educational counseling services; providing college and university application assistance for prospective students; consultation services for students in	4,367,438	07/16/13	Registered; Section 8 & 15 due: 7/16/2019 ; Renewal due: 7/16/2023	2U, Inc.
2U-0019	USA	SEMESTER ONLINE	85/820,003	1/10/2013	Educational services, namely, a service that partners with colleges and universities to offer distance learning instruction at the college and university level via a global computer network in International Class 41.			Pending; Amendment to Allege Use filed and approved; Final Office Action issued on 9/21/13 ; Request for Reconsideration filed on 9/27/2013	2U, Inc.
2U-0021	USA	CERTIFICATION MAP & Design 	85/833,533	1/28/2013	Educational services, namely, a website that provides information on how to become a certified teacher, teacher salaries, teaching credentials, teacher certification tests, alternative teacher certification and teaching certificate reciprocity in International Class 35.	4,392,260	08/27/13	Registered; Section 8 & 15 due: 8/27/2019 ; Renewal due: 8/27/2023	2U, Inc.
2U-0022	USA	TEACHER CERTIFICATION MADE SIMPLE!	85/833,534	1/28/2013	Educational services, namely, a website that provides information on how to become a certified teacher, teacher salaries, teaching credentials, teacher certification tests, alternative teacher certification and teaching certificate reciprocity in International Class 35.	4,364,900	07/09/13	Registered; Section 8 & 15 due: 7/9/2019 ; Renewal due: 7/9/2023	2U, Inc.

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Trademark Status List

WW DOCKET NO	COUNTRY	MARK	SERIAL_NO	FILE_DATE	GOODS/SERVICES	REG.NO	REG. DATE	QUICK STATUS	CURRENT APPLICANT/REGISTRANT
2U-0023	USA	HOW TO MBA	85/833,535	1/28/2013	Providing a website featuring information about Masters of Business Administration (MBA) schools and programs, the application process for MBA programs, and financial aid, scholarships, grants and loans for MBA degrees in International Class 41.	4,392,261	08/27/13	Registered; Section 8 & 15 due: 8/27/2019 ; Renewal due: 8/27/2023	2U, Inc.
2U-0026	USA	SEMESTER ONLINE & Design (on top) 	85/874,698	3/13/2013	Educational services, namely, a service that partners with colleges and universities to offer distance learning instruction at the college and university level via a global computer network in International Class 41.			Pending; Approved by the examining attorney for publication but has not yet published for opposition	2U, Inc.
2U-0027	USA	SEMESTER ONLINE & Design (on side) 	85/874,721	3/13/2013	Educational services, namely, a service that partners with colleges and universities to offer distance learning instruction at the college and university level via a global computer network in International Class 41.			Pending; Approved by the examining attorney for publication but has not yet published for opposition	2U, Inc.
2U-0031	USA	BLT	86/076,821	9/27/2013	Technical services, namely, providing educational institutions with access to network servers, non-downloadable software, data stores, and educational content for asynchronous interactive distance learning systems; creating and customizing asynchronous interactive distance learning systems for educational institutions in International Class 42			Pending; Newly filed application	2U, Inc.
2U-0032	USA	BIDIRECTIONAL LEARNING TOOL	86/076,824	9/27/2013	Technical services, namely, providing educational institutions with access to network servers, non-downloadable software, data stores, and educational content for asynchronous interactive distance learning systems; creating and customizing asynchronous interactive distance learning systems for educational institutions			Pending; Newly filed application	2U, Inc.