

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. George's University LLC		08/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as collateral agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86104123	SGU	
Serial Number:	86104093	THINK BEYOND	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	brian.lee@weil.com		
Correspondent Name:	Tom Mastoras		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	13825.0003-T. MASTORAS		
NAME OF SUBMITTER:	Tom Mastoras		
SIGNATURE:	/Tom Mastoras/		
DATE SIGNED:	08/07/2014		
Total Attachments: 5			
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EXECUTION

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Agreement”), dated as of August 7, 2014, is entered into by St. George’s University LLC, a Delaware limited liability company, with principal offices at 3500 Sunrise Highway, Bldg 300, Great River, New York 11739, (the “Grantor”), and Credit Suisse AG (the “Grantee”), having its principal offices at Eleven Madison Avenue, New York, NY 10010, as collateral agent (the “Collateral Agent”).

WHEREAS, the Grantor is the owner of all right, title and interest in and to the United States trademarks and associated United States trademark registrations and applications for registration set forth in Schedule A attached hereto, provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15. U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein) (collectively, the “Trademarks”);

WHEREAS, Grantee desires to acquire a security interest in the Trademarks; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of August 7, 2014, made by the Grantor, the other assignors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), the Grantor and Grantee agree as follows:

i. Grant of Security Interest

a. The Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the Trademarks; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

b. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

ii. Termination of Security Interest

Upon the occurrence of the termination of the Security Agreement, the Grantee shall promptly upon request execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

iii. Authorization; Constitution

To the extent applicable, the parties hereto authorize and request that the Commissioner of Trademarks of the United States to record this security interest in the Trademarks.

iv. Security Agreement

The security interests granted to the Collateral Agent herein are granted in furtherance, and not limitation of, the security interest granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the even of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

v. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED, ENFORCED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

vi. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee, the Grantor, and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

vii. Counterparts


This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

ST. GEORGE'S UNIVERSITY LLC

By: 
Name: Patrick F. Adams
Title: President

[Trademark Agreement]

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

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 

Name:

JOHN D. TORONTO

Title:

AUTHORIZED SIGNATORY

By: 

Name:

WHITNEY GASTON

Title:

AUTHORIZED SIGNATORY

SCHEDULE A

TRADEMARKS

Trademark	Status	Application No.	Application Date	Reg. No.	Reg. Date	Owner
SGU	Pending	Serial No. 86104123	October 29, 2013	N/A	N/A	St. George's University LLC
Think Beyond	Pending	Serial No. 86104093	October 29, 2013	N/A	N/A	St. George's University LLC