

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328982

| | | | |
|---|------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ROCKET LEARNING, LLC | | 12/26/2014 | LIMITED LIABILITY COMPANY: PUERTO RICO |
| RECEIVING PARTY DATA | | | |
| Name: | BANCO POPULAR DE PUERTO RICO | | |
| Street Address: | 208 PONCE DE LEON AVENUE | | |
| City: | SAN JUAN | | |
| State/Country: | PUERTO RICO | | |
| Postal Code: | 00918 | | |
| Entity Type: | CORPORATION: PUERTO RICO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3346996 | ROCKET LEARNING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7872741470 | | |
| <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: | 7872741212 | | |
| Email: | MBADILLO@PMALAW.COM | | |
| Correspondent Name: | PATRICIA G. CARA | | |
| Address Line 1: | 208 PONCE DE LEON AVENUE | | |
| Address Line 2: | POPULAR CENTER 19TH FLOOR | | |
| Address Line 4: | SAN JUAN, PUERTO RICO 00918 | | |
| NAME OF SUBMITTER: | JENNIFER MEJIA | | |
| SIGNATURE: | /JENIFFER MEJIA/ | | |
| DATE SIGNED: | 01/14/2015 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 3346996

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2014, by **ROCKET LEARNING, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantor"), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") pursuant to which the Grantor grants to the Administrative Agent, for its benefit and the ratable benefit of the Lenders, as collateral security, a security interest in the Collateral, and in connection therewith the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to extend credit under the terms of the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. Subject to the rights of any and all licensors under any and all license agreements related to the Trademarks, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, as collateral security, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following (the "Collateral"):

- (a) the Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

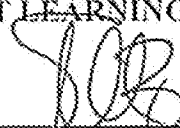
SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments and (y) the date on which the Lenders have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, the Administrative Agent and each Lender may assign or otherwise transfer any Advance held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

ROCKET LEARNING, LLC

By: 
Name: Sugheil M. Colón Zayas
Title: Authorized Representative

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: 
Name: Jennifer Mejía
Title: Commercial Relationship Officer

Affidavit No.: -3702-

Acknowledged and subscribed before me by the following persons, who are personally known to me, in San Juan, Puerto Rico, on this 26th day of December, 2014: Sugheil M. Colón Zayas, of legal age, married, executive and resident of San Juan, Puerto Rico, as Authorized Representative of Rocket Learning, LLC and Jennifer Mejía, of legal age, married, banker and resident of San Juan, Puerto Rico, in her capacity as Commercial Relationship Officer of Banco Popular de Puerto Rico.




Notary Public

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

I. Trademark Registrations:

A. United States Patent and Trademarks Office

| OWNER | SERIAL NUMBER | REGISTRATION NUMBER | TRADEMARK |
|----------------------|----------------------|----------------------------|------------------|
| ROCKET LEARNING, LLC | 86014725 | 3346996 | ROCKET LEARNING |

B. Puerto Rico Department of State

| OWNER | SERIAL NUMBER | REGISTRATION NUMBER | TRADEMARK |
|----------------------|----------------------|----------------------------|------------------|
| ROCKET LEARNING, LLC | 56295 | 71821 | ROCKET LEARNING |