

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KATCH, LLC		05/22/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	38 Technology Drive West		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4024111	BROKERSWEB	
<b>Registration Number:</b>	3838374	MYNURSINGSCHOOL	
<b>Registration Number:</b>	3637008	UNIVERSITY.COM	
<b>Registration Number:</b>	3724277	MYEDUSEEK.COM	
<b>Registration Number:</b>	3553305	MYACCOUNTINGSCHOOL.COM	
<b>Registration Number:</b>	3633345	1800COLLEGE	
<b>Registration Number:</b>	3562971	VANTAGE MEDIA	
<b>Registration Number:</b>	2491151	EDU.COM	
<b>Serial Number:</b>	86490690	KATCH	
<b>Serial Number:</b>	86301765	HEALTHPLANS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			
<b>Phone:</b>	415-268-6327		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Lynn M. Humphreys		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		

CH \$265.00 4024111

<b>ATTORNEY DOCKET NUMBER:</b>	27292-74
<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys
<b>SIGNATURE:</b>	/LMH/
<b>DATE SIGNED:</b>	05/22/2015

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of May 22, 2015, is made between KATCH, LLC, a California limited liability company (the “*Grantor*”), and SILICON VALLEY BANK, a California corporation, as administrative agent and collateral agent for the Secured Parties referred to below (in such capacity, the “*Administrative Agent*”).

The Grantor, VM Holdings, LLC, a Delaware limited liability company (“*Holdings*”), certain financial institutions as lenders (the “*Lenders*”) and the Administrative Agent are parties to a Credit Agreement dated as of May 22, 2015 (as amended, modified, renewed or extended from time to time, the “*Credit Agreement*”). It is a condition precedent to the borrowings and the issuance of Letters of Credit under the Credit Agreement that the Grantor enter into this Agreement and grant to the Administrative Agent, for itself and for the ratable benefit of the other Secured Parties, the security interests hereinafter provided to secure the Secured Obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in Section 2.

“*Guarantee and Collateral Agreement*” means the Guarantee and Collateral Agreement, of near or even date herewith, among the Grantor, Holdings, certain other Affiliates of the Grantor and the Administrative Agent.

“*PTO*” means the United States Patent and Trademark Office.

“*Secured Obligations*” has the meaning set forth in the Guarantee and Collateral Agreement.

“*Secured Parties*” has the meaning set forth in the Guarantee and Collateral Agreement.

“*UCC*” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2            Security Interest.

(a)     Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

(i)     all state (including common law), federal and foreign trademarks, service marks, domain names and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii)    the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii)   all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(iv)    all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(v)    all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b)     Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3            Supplement to Guarantee and Collateral Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Guarantee and Collateral Agreement and in the event of any inconsistency between the terms and provisions of this Agreement and the Guarantee and Collateral Agreement, the terms and provisions of the Guarantee and Collateral Agreement shall control. The Grantor acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement and the other Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4            Representations and Warranties. The Grantor represents and warrants to each Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. registered trademarks, trademark registrations, trademark applications and/or domain names owned by the Grantor on the date hereof, in whole or in part, is set forth in Schedule A.

SECTION 5 Further Acts. Upon the request of the Administrative Agent, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably determined by the Administrative Agent to be necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Administrative Agent, if and when the Grantor shall obtain rights to any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any trademarks, the provisions of Section 2 shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent to modify, amend, or supplement the Schedule hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact (which authorization is irrevocable and coupled with an interest) to include any such future Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule to be filed with the PTO.

SECTION 7 Administrative Agent Appointed Attorney-in-Fact. The Administrative Agent shall have the right to, in the name of the Grantor, or in the name of the Administrative Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Administrative Agent (and any of the Administrative Agent's officers or employees or agents designated by the Administrative Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Administrative Agent: (a) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Administrative Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Administrative Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Administrative Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Administrative Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Administrative Agent have the unilateral power, prior to the occurrence and continuance of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable at all times prior to the Discharge of Obligations. The Grantor hereby ratifies, to the extent permitted by law, all that the Administrative Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Administrative Agent Performance of Grantor Obligations. The Administrative Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in

connection with this Agreement, and the Grantor shall reimburse the Administrative Agent on demand for any amounts paid by the Administrative Agent pursuant to this Section 8.

SECTION 9 Administrative Agent's Duties. Notwithstanding any provision contained in this Agreement, the Administrative Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Administrative Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Administrative Agent's rights or remedies upon or after the occurrence and during the continuance of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Administrative Agent deems necessary or advisable, in the name of the Grantor or the Administrative Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or by email at or to the address, email address or facsimile number of the respective party set forth below its name on the signature page hereof, or at or to such other address, email address or facsimile number as such party shall have designated in a written notice to the other party. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (A) sent by facsimile or by email shall be deemed to have been given when sent, and (B) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described herein, of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Administrative Agent.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law; Submission to Jurisdiction; Waivers. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.** The provisions of Section 10.14 of the Credit Agreement, including those relating to submission to jurisdiction, waiver of the right to jury trial and judicial reference, are incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 15 Entire Agreement; Amendment. This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in Section 10.1 of the Credit Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Section 9 and Section 10 thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.


SECTION 20 Termination. Upon the Discharge of Obligations, the security interests contemplated by this Agreement shall terminate and the Administrative Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Administrative Agent hereunder, including cancellation of this Agreement by written notice from the Administrative Agent to the PTO.

*[Remainder of page intentionally left blank]*

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

**GRANTOR:**

**KATCH, LLC**

By:  \_\_\_\_\_

Name: Patrick Quigley \_\_\_\_\_

Title: President \_\_\_\_\_

Address:

Katch, LLC  
2381 Rosecrans Avenue, Suite 400  
El Segundo, CA 90245  
Attention: Betsy Niksefat  
Tel: (310) 219-6229  
Email: bniksefat@katch.com

with a copy to:

Hogan Lovells US LLP  
Columbia Square, 555 Thirteenth Street, NW  
Washington, DC 20004  
Attention: Joseph Gilligan  
Tel: (202) 637-5600  
Email: joseph.gilligan@hoganlovells.com

**ADMINISTRATIVE AGENT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Silicon Valley Bank  
38 Technology Drive West  
Irvine, CA 92618  
Attention: Raj Morey  
Tel: (949) 754-0844  
Email: rmorey@svb.com



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

GRANTOR:

KATCH, LLC

By: .....

Name: .....

Title: .....

Address:

Katch, LLC  
2381 Rosecrans Avenue, Suite 400  
El Segundo, CA 90245  
Attention: Betsy Niksefat  
Tel: (310) 219-6229  
Email: bniksefat@katch.com

with a copy to:

Hogan Lovells US LLP  
Columbia Square, 555 Thirteenth Street, NW  
Washington, DC 20004  
Attention: Joseph Gilligan  
Tel: (202) 637-5600  
Email: joseph.gilligan@hoganlovells.com

ADMINISTRATIVE AGENT:

By:  .....

Name: RAJ MOREY .....

Title: Vice President .....

Address:

Silicon Valley Bank  
38 Technology Drive West  
Irvine, CA 92618  
Attention: Raj Morey  
Tel: (949) 754-0844  
Email: rmorey@svb.com

**SCHEDULE A**  
to the Trademark Security Agreement

**KATCH, LLC**

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Registered Owner	Mark
4024111	9-6-11	6-4-10	Katch, LLC (fka Vantage Media, LLC)	BROKERSWEB
3838374	8-24-10	4-17-08	Katch, LLC (fka Vantage Media, LLC)	MYNURSINGSCHOOL
3637008	6-9-09	4-11-08	Katch, LLC (fka Vantage Media, LLC)	UNIVERSITY.COM
3724277	12-15-09	4-11-08	Katch, LLC (fka Vantage Media, LLA)	MYEDUSEEK.COM
3553305	12-30-08	4-11-08	Katch, LLC (fka Vantage Media, LLC)	MYACCOUNTINGSCHOOL.COM
3633345	6-2-09	10-20-06	Katch, LLC (fka Vantage Media, LLC)	1800COLLEGE
3562971	1-20-09	10-17-06	Katch, LLC (fka Vantage Media, LLC)	VANTAGE MEDIA
2491151	9-18-01	12-18-98	Katch, LLC (fka Vantage Media, LLC)	EDU.COM

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
86490690	12-26-14	Katch, LLC (fka Vantage Media, LLC)	KATCH
86301765	6-5-14	Katch, LLC (fka Vantage Media, LLC)	HEALTHPLANS.COM

Domain Names of the Grantor

HEALTHPLANS.COM  
BROKERSWEB  
KATCH  
MYNURSINGSCHOOL  
UNIVERSITY.COM  
MYEDUSEEK.COM  
MYACCOUNTINGSCHOOL.COM  
1800COLLEGE  
VANTAGEMEDIA  
EDU.COM