

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Teaching Company, LLC		08/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3025632	THE TEACHING COMPANY	
Registration Number:	2909770	GREAT MINDS	
Registration Number:	2975207	GREAT MINDS OF THE WESTERN INTELLECTUAL	
Registration Number:	2896616	THE GREAT COURSES	
Registration Number:	2717476	THE TEACHING COMPANY	
Registration Number:	3009025	GREAT MINDS	
Registration Number:	1808062	WORDSCORE	
Registration Number:	1770044	WORDSCORE	
Registration Number:	1704609	SUPERSTAR TEACHERS	
Registration Number:	1859109		
Registration Number:	1947801	THE TEACHING COMPANY	
Registration Number:	4567194	THE TORCH THE GREAT COURSES PODCAST	
Registration Number:	4567196	THE GREAT COURSES THE TORCH	
Registration Number:	4137096	THE LEADER IN LIFELONG LEARNING	
Registration Number:	4058596	THE JOY OF LIFELONG LEARNING EVERY DAY	
Registration Number:	4423703	THE GREAT COURSES	
Registration Number:	3963174		
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 3025632

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-195
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NAME OF SUBMITTER:	Oscar Ruiz
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SIGNATURE:	/Oscar Ruiz/
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DATE SIGNED:	08/24/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2015, is between **THE TEACHING COMPANY, LLC**, a Delaware limited liability company (the “Grantor”), and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor entered into that certain Credit Agreement dated as of August 24, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto from time to time, Grantor, as Borrower Representative, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrowers thereunder, including the Grantor, by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 24, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in and to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter acquired and whether presently existing or hereafter arising:

- (1) each Trademark registration and Trademark application owned by Grantor, set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration

referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding anything to the contrary set forth in this Trademark Security Agreement, no security interest, lien or mortgage in and to, or right of setoff against, is granted in any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been accepted (but only until such statement is accepted).

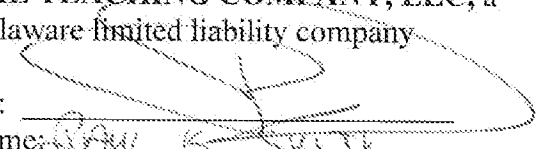
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.

This Trademark Security 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

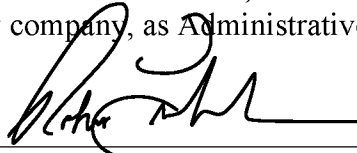
THE TEACHING COMPANY, LLC, a
Delaware limited liability company

By: 
Name: PAUL K. SMITH
Title: President & CEO

Acknowledged:

GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent

By:



Name: Robert G. Tuchscherer

Title: Managing Director

**Schedule 1
to
Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS & APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
THE TEACHING COMPANY	76599281	6/25/04	3025632	12/13/05	Registered
GREAT MINDS	76526203	6/27/03	2909770	12/14/04	Renewed (Registered)
GREAT MINDS OF THE WESTERN INTELLECTUAL TRADITION	76526205	6/27/03	2975207	7/26/05	Registered
THE GREAT COURSES	76457659	10/9/02	2896616	10/26/04	Renewed (Registered)
THE TEACHING COMPANY	76439526	8/8/02	2717476	5/20/03	Renewed (Registered)
GREAT MINDS	75079070	3/27/96	3009025	10/25/05	Registered
WORDSCORE	74317369	9/28/92	1808062	11/30/93	Renewed (Registered)
WORDSCORE	74317370	9/28/92	1770044	5/11/93	Renewed (Registered)
SUPERSTAR TEACHERS	74085908	8/8/90	1704609	8/4/92	Renewed (Registered)
DESIGN ONLY	74076241	7/9/90	1859109	10/18/94	Renewed (Registered)
THE TEACHING COMPANY	74074104	6/29/90	1947801	1/16/96	Renewed (Registered)
THE TORCH THE GREAT COURSES PODCAST	86111693	11/6/13	4567194	7/15/14	Registered
THE GREAT CORUSES THE TORCH	86111771	11/6/13	4567196	7/15/14	Registered
THE LEADER IN LIFELONG LEARNING	85144198	10/4/10	4137096	5/1/12	Registered
THE JOY OF LIFELONG LEARNING EVERY DAY	85141940	9/30/10	4058596	11/22/11	Registered
THE GREAT COURSES	85139118	9/27/10	4423703	10/29/13	Registered
DESIGN ONLY	77963099	3/19/10	3963174	5/17/11	Registered