

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367106

<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>
CL NEWCO, INC.		11/25/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., AS AGENT		
<b>Street Address:</b>	390 GREENWICH STREET		
<b>Internal Address:</b>	7TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4071780	CAMPUS LABS	
<b>Registration Number:</b>	3046038	COLLEGIATELINK	
<b>Registration Number:</b>	3889154	COMPLIANCE ASSIST!	
<b>Registration Number:</b>	3717502	STUDENTVOICE	
<b>Registration Number:</b>	3717501	STUDENTVOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	18385.005		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	12/28/2015		

CH \$140.00 4071780

**Total Attachments: 5**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among NXT Capital, LLC, as the First Lien Agent, and CitiBank, N.A., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 25, 2015, by CL NEWCO, INC., a Delaware corporation ("Grantor"), in favor of CITIBANK, N.A., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 25, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire 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 existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

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

**CL NEWCO, INC.,**  
as Grantor

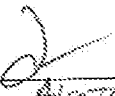
By:   
Name: Eric M. Geveda  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005696 FRAME: 0755**

Agreed and Accepted  
as of the date first written above:

CITIBANK, N.A.,  
as Agent

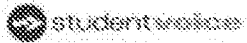
By:   
Name: Horan  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005696 FRAME: 0756

**SCHEDULE 1**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Date Registered</u></b>
CAMPUS LABS	4071780	12/13/2011
COLLEGIATELINK	3046038	01/17/2006
COPMLIANCEASSIST!	3889154	03/23/2010
STUDENTVOICE	3717502	09/16/2008
 student voice	3717501	09/16/2008

**TRADEMARK APPLICATIONS**

[None.]