

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368797

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EducationDynamics, LLC		11/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Prudential Insurance Company of America		
<b>Street Address:</b>	Two Prudential Plaza, 180 N. Stetson Street, Suite 5600		
<b>Internal Address:</b>	C/o Prudential Capital Group		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4765807	GLASSPANEL	
<b>Registration Number:</b>	4357745	AXXISS ENROLLMENT RETENTION	
<b>Registration Number:</b>	4360601	AXXISS	
<b>Registration Number:</b>	4205734	CHRISTIANEDUCATION.COM	
<b>Registration Number:</b>	4166082	CHRISTIANEDUCATION.COM	
<b>Registration Number:</b>	3996650	TEST DRIVE COLLEGE ONLINE	
<b>Registration Number:</b>	3996649	TEST DRIVE GRAD SCHOOL ONLINE	
<b>Registration Number:</b>	4042882	STUDYABROAD.COM	
<b>Registration Number:</b>	3986867	STUDYABROAD.COM	
<b>Registration Number:</b>	3885997	STUDYABROAD.COM	
<b>Registration Number:</b>	3851655	EDUCATIONDYNAMICS ELEARNING INDEX	
<b>Registration Number:</b>	4035590	FIND. ENROLL. RETAIN.	
<b>Registration Number:</b>	3742459	LEADWATCHLIVE	
<b>Registration Number:</b>	3739995	LEADWATCHLIVE	
<b>Registration Number:</b>	3725487	CAREER STIMULUS PACKAGE	
<b>Registration Number:</b>	3746275	CAREER STIMULUS PACKAGE	
<b>Registration Number:</b>	3746274	CAREER STIMULUS PACKAGE	
<b>Registration Number:</b>	3564594	EARNMYDEGREE.COM	
<b>TRADEMARK</b>			

OP \$890.00 4765807

Property Type	Number	Word Mark
Registration Number:	4091285	EDUCATIONDYNAMICS ELEARNING INDEX
Registration Number:	3665734	PROJECT WORKING MOM
Registration Number:	3609563	EDUCATIONDYNAMICS
Registration Number:	3891543	ELEARNERS ADVISOR
Registration Number:	3658836	EDD EDUCATION DYNAMICS
Registration Number:	3658835	EDD EDUCATION DYNAMICS
Registration Number:	3658818	EDD
Registration Number:	3609595	EDD EDUCATION DYNAMICS CHART YOUR COURSE
Registration Number:	3323365	EDUCATION CONNECTION
Registration Number:	2537155	ELEARNERS.COM
Registration Number:	2470525	ELEARNERS
Registration Number:	2511470	STUDYABROAD.COM
Registration Number:	2566409	GRADSCHOOLS.COM
Serial Number:	85763681	AXXISS ENROLLMENT RETENTION
Serial Number:	85763707	AXXISS ENROLLMENT RETENTION
Serial Number:	85763692	AXXISS
Serial Number:	85763056	AXXISS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 860-240-2834  
**Email:** nicole.pappa@morganlewis.com  
**Correspondent Name:** Nicole Pappa  
**Address Line 1:** One State Street  
**Address Line 2:** Morgan Lewis & Bockius LLP  
**Address Line 4:** Hartford, CONNECTICUT 06103

<b>NAME OF SUBMITTER:</b>	Nicole Pappa
<b>SIGNATURE:</b>	/Nicole Pappa/
<b>DATE SIGNED:</b>	01/12/2016

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 30, 2015, (as amended, restated or otherwise modified, the "Trademark Security Agreement"), is entered into by and between **EDUCATIONDYNAMICS, LLC**, a Delaware limited liability company (the "Grantor") and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of the date hereof (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement") between the Grantor, the other pledgors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Note Purchase Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement (directly or indirectly by reference to the Note Purchase Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all personal property of the Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses");

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit; and

(d) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute (collectively, the "Bankruptcy Code")) or principles of equity), provided, however, that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in clause (i) or (ii) above; or (b) 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such application or any registration that issues therefrom under applicable federal law.

### SECTION 3. Security Agreement.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral

Agent, for the benefit of Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK (EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

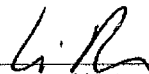
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement and the other Transaction Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

*[Remainder of Page Intentionally Left Blank.]*

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

**GRANTOR:**

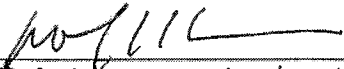
**EDUCATIONDYNAMICS, LLC, a**  
Delaware limited liability company

By:  \_\_\_\_\_  
Name: Aja Baxter  
Title: Secretary

[EDDY – Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,**  
as Collateral Agent

By:  *Am*  
Name: *DAVID Quackenbush*  
Title: *vice president*

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>
EducationDynamics, LLC	86293181	4765807	GLASSPANEL
	85763681	pending	AXXISS ENROLLMENT RETENTION
	85763707	pending	AXXISS ENROLLMENT RETENTION
	85763692	pending	AXXISS
	85763056	pending	AXXISS
	85761926	4357745	AXXISS ENROLLMENT RETENTION
	85761025	4360601	AXXISS
	85535872	4205734	CHRISTIANEDUCATION.COM
	85535849	4166082	CHRISTIANEDUCATION.COM
	85155190	3996650	TEST DRIVE COLLEGE ONLINE
	85155179	3996649	TEST DRIVE GRAD SCHOOL ONLINE
	85019110	4042882	STUDYABROAD.COM
	85019101	3986867	STUDYABROAD.COM
	85017142	3885997	STUDYABROAD.COM
	77978550	3851655	EDUCATIONDYNAMICS ELEARNING INDEX
	77900752	4035590	FIND. ENROLL. RETAIN.
	77777883	3742459	LEADWATCHLIVE
	77777853	3739995	LEADWATCHLIVE
	77743355	3725487	CAREER STIMULUS PACKAGE
	77743354	3746275	CAREER STIMULUS PACKAGE
	77743353	3746274	CAREER STIMULUS PACKAGE
	77514012	3564594	EARNMYDEGREE.COM
	77503257	4091285	EDUCATIONDYNAMICS ELEARNING INDEX
	77503246	3665734	PROJECT WORKING MOM
	77290132	3609563	EDUCATIONDYNAMICS
	77488763	3891543	ELEARNERS ADVISOR
	77315015	3658836	EDD EDUCATION DYNAMICS
	77315004	3658835	EDD EDUCATION DYNAMICS
	77308776	3658818	EDD
	77308760	3609595	EDUCATION DYNAMICS CHART YOUR COURSE
	77107661	3323365	EDUCATION CONNECTION
	75830171	2537155	ELEARNERS.COM
75830170	2470525	ELEARNERS	
75676968	2511470	STUDYABROAD.COM	
75676805	2566409	GRADSCHOOLS.COM	

**TRADEMARK LICENSES**

None.