

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ONCOURSE LEARNING CORPORATION		03/08/2016	Corporation:
ONCOURSE REAL ESTATE, INC.		03/08/2016	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	FIFTH STREET FINANCE CORPORATION
<b>Street Address:</b>	777 West Putnam Avenue
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3585206	PROSCHOOLS
Registration Number:	4040702	QUICKCERT
Registration Number:	4040703	ONCOURSE LEARNING
Registration Number:	4037415	SPECIALIZED SOLUTIONS
Registration Number:	2840332	TRAININGPRO
Registration Number:	3992869	WE'RE ALL ABOUT YOU.
Registration Number:	3699891	ARTISAN
Registration Number:	3815057	SYMPHONY
Registration Number:	2365049	BANKERSEGE
Registration Number:	2517352	BLEND VOCATION WITH VACATION
Registration Number:	2833421	CE DIRECT
Registration Number:	1782891	MOVING NETWORK
Registration Number:	1938802	NURSEWEEK
Registration Number:	1500500	NURSING SPECTRUM
Registration Number:	3630110	NURSING SPECTRUM
Registration Number:	1785530	NURSING SPECTRUM

CH \$590.00 3585206

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3054507	NUTRITION DIMENSION
Registration Number:	3699919	TODAY IN OT
Registration Number:	3481301	TODAY IN PT
Registration Number:	4130829	DISTANCECME
Serial Number:	85873989	RBP-RESIDENTIAL BUILDING PROFESSIONAL
Serial Number:	85905946	AHIT
Serial Number:	85905914	AMERICAN HOME INSPECTORS TRAINING INSTIT

**CORRESPONDENCE DATA**

Fax Number: 7145469035

*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: 714 6415100

Email: patents@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd.

Address Line 2: Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	024969-0156
NAME OF SUBMITTER:	Hani Z. Sayed
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	03/31/2016

**Total Attachments: 7**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "A&R Trademark Security Agreement") is made this 8th day of March, 2016, by and among ONCOURSE LEARNING CORPORATION, a Delaware corporation (the "Lead Borrower"), ONCOURSE REAL ESTATE, INC. (f/k/a AMERICAN HOME INSPECTORS TRAINING INSTITUTE, LTD.), a Wisconsin corporation (jointly and severally, individually and collectively with the Lead Borrower, the "Grantor"), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for the lenders under the Credit Agreement as defined below (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, Grantor and Agent, among others, entered into that certain Trademark Security Agreement, dated February 28, 2014 (the "Original Agreement"). This A&R Trademark Security Agreement amends, restates and supersedes the Original Agreement in its entirety;

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower (as defined in the Credit Agreement), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of February 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this A&R Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this A&R Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any Trademark License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) rights to receive license fees, royalties, and other compensation under any Trademark License;

provided, however, that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This A&R Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this A&R Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or either of them pursuant to the Loan Documents.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this A&R Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this A&R Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this A&R Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby agrees to modify this A&R Trademark Security Agreement by executing an amendment to Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this A&R Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This A&R Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same A&R Trademark Security Agreement. Delivery of an executed counterpart of this A&R Trademark Security Agreement by telefacsimile or other

electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this A&R Trademark Security Agreement. Any party delivering an executed counterpart of this A&R Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this A&R Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this A&R Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this A&R Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this A&R Trademark Security Agreement or any other Loan Document refer to this A&R Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this A&R Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this A&R Trademark Security Agreement unless otherwise specified. Any reference in this A&R Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. AMENDMENT AND RESTATEMENT. On and after the date hereof, the Original Agreement shall be amended and restated in its entirety by this A&R Trademark Security Agreement, and the Original Agreement shall thereafter be of no further force or effect, and (i) all references to the Original Agreement in the Loan Documents (other than this Agreement) shall be deemed to refer to the Original Agreement as amended and restated hereby, (ii) all references to any section, subsection, clause, schedule or exhibit of the Original Agreement shall be deemed to be references to the corresponding provisions of this A&R Trademark Security Agreement, and (iii) except as the context otherwise provides, on and after the date hereof, all references to this A&R Trademark Security Agreement shall be deemed to be references to the Original Agreement as amended and restated hereby.

9. CONTROLLING LAW. This A&R Trademark Security Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

*Signature Pages to Follow*

IN WITNESS WHEREOF, the parties hereto have caused this A&R Trademark Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

GRANTOR:

ONCOURSE LEARNING CORPORATION,  
a Delaware corporation

By: MAH  
Name: MATT GESKE  
Title: CEO

ONCOURSE REAL ESTATE, INC.,  
a Wisconsin corporation

By: MAH  
Name: MATT GESKE  
Title: CEO

*Signature Page to Follow*

AGENT:

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company  
its Agent

By:   
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

[SIGNATURE PAGE TO A&R TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005762 FRAME: 0738**

**SCHEDULE I**  
to  
**A&R TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date.	Owner/Applicant
USA	RBP- RESIDENTIAL BUILDING PROFESSIONAL	85873989	3/12/13			OnCourse Learning Corporation
USA	PROSCHOOLS	77109986	2/16/07	3585206	3/10/09	OnCourse Learning Corporation
USA	QUICKCERT	85124214	9/7/10	4040702	10/18/11	OnCourse Real Estate, Inc.
USA	ONCOURSE LEARNING	85124234	9/8/10	4040703	10/18/11	OnCourse Real Estate, Inc.
USA	SPECIALIZED SOLUTIONS	85124620	9/8/10	4037415	10/11/11	OnCourse Real Estate, Inc.
USA	AHIT (Stylized & Design) 	85905946	4/16/13			OnCourse Real Estate, Inc.
USA	AMERICAN HOME INSPECTORS TRAINING INSTITUTE	85905914	4/16/13			OnCourse Real Estate, Inc.
USA		78252270	5/20/03	2840332	5/11/04	OnCourse Learning Corporation
USA	WE'RE ALL ABOUT YOU	85170842	11/6/10	3992869	7/12/11	OnCourse Learning Corporation

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date.	Owner/Applicant
USA	ARTISAN	77487438	5/30/08	3699891	10/20/09	OnCourse Learning Corporation
USA	SYMPHONY	77477641	5/19/08	3815057	7/6/10	OnCourse Learning Corporation
USA	BANKERSEDGE	75441032	2/26/98	2365049	7/4/00	OnCourse Learning Corporation
USA	BLEND VOCATION WITH VACATION	76244624	4/23/01	2517352	12/11/01	OnCourse Learning Corporation
USA	CE DIRECT	76518226	5/29/03	2833421	4/13/04	OnCourse Learning Corporation
USA	MOVING NETWORK	74327739	11/2/94	1782891	7/20/93	OnCourse Learning Corporation
USA	NURSEWEEK	74618182	1/5/95	1938802	11/28/95	OnCourse Learning Corporation
USA	NURSING SPECTRUM	73706456	1/19/88	1500500	8/16/88	OnCourse Learning Corporation
USA	NURSING SPECTRUM	77523804	7/16/08	3630110	6/2/09	OnCourse Learning Corporation
USA	NURSING SPECTRUM	74341626	12/21/92	1785530	8/3/93	OnCourse Learning Corporation
USA	NUTRITION DIMENSION	78555823	1/28/05	3054507	1/31/06	OnCourse Learning Corporation
USA	TODAY IN OT	77494017	6/9/08	3699919	10/20/99	OnCourse Learning Corporation
USA	TODAY IN PT	77070123	12/22/06	3481301	8/5/08	OnCourse Learning Corporation
USA		85310475	5/3/11	4130829	4/24/12	OnCourse Learning Corporation