

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVENUES WORLD HOLDINGS LLC		06/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RWJ EDUCATION COMPANY II, L.L.C.		
Street Address:	1 Maritime Plaza		
Internal Address:	Suite 1400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4234343	AVENUES	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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>			
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	29267.5		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	06/22/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 16, 2016 by and between **RWJ EDUCATION COMPANY II, L.L.C.**, a California limited liability company, as administrative agent for the Lenders under the Loan Agreement ("**Administrative Agent**") and **AVENUES WORLD HOLDINGS LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. The Lenders have agreed to extend credit to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and among the Administrative Agent, Grantor, and the other parties thereto dated as of March 22, 2016 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, the Grantor must grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Credit Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to the Administrative Agent and the Lenders, Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Loan Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Credit Documents, and those which are now or hereafter available to the Administrative Agent and the Lenders as a matter of law or equity. Each right, power and

remedy of the Administrative Agent and the Lenders provided for herein or in the Loan Agreement or any of the Credit Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Administrative Agent and/or the Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Credit Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Administrative Agent and/or the Lenders, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

Address of Grantor:

11 E. 26th Street, 17th Floor
New York, NY 10010

GRANTOR:

AVENUES WORLD HOLDINGS LLC

By:  _____

Name: Stephen R. Hanon

Title: Chief Financial Officer

Address of Administrative Agent:

c/o Pisces Inc.
1 Maritime Plaza
Suite 1400
San Francisco, CA 94111
Attn: Jane Spray and Stuart McLaughlin

ADMINISTRATIVE AGENT:

RWJ EDUCATION COMPANY II, L.L.C.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

AVENUES WORLD HOLDINGS LLC

11 E. 26th Street, 17th Floor
New York, NY 10010

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

RWJ EDUCATION COMPANY II, L.L.C.

By: 

Name: John Fisher

Title: manager

c/o Pisces Inc.
1 Maritime Plaza
Suite 1400
San Francisco, CA 94111
Attn: Jane Spray and Stuart McLaughlin

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
None.		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
AVENUES	4234343	10/30/2012