

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symplicity Corporation, as Grantor		07/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4252265	SYMPPLICITY	
Registration Number:	4768817	ACCOMMODATE	
Registration Number:	4768816	ASCEND	
Registration Number:	4812183	CSM	
Registration Number:	4930442	HORIZONS	
Registration Number:	4930441	COMMUNITY	
Registration Number:	4915533	ALUMNI COMMUNITY	
Registration Number:	4915532	LAW COMMUNITY	
Registration Number:	4817475	HORIZONS PATH FINDER	
Registration Number:	4826221	ACHIEVE CSM	
Registration Number:	4826222	WORKFORCE CSM	
Registration Number:	4826215	LAW CSM	
Registration Number:	4930471	ADVOCATE	
Registration Number:	4826217	MBA CSM	
Registration Number:	4826219	CO-OP CSM	
Registration Number:	4826423	ADVOCATE GME	
Serial Number:	86528909	ONESTOP	
Serial Number:	86528970	CAREER SERVICES MANAGER	
Serial Number:	86533567	INSIGHT	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86533638	VOICE
Serial Number:	86533594	RESIDENCE
Serial Number:	86533778	MBA COMMUNITY

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: 612-888-4012
Email: erobinson@hunton.com
Correspondent Name: Erika Robinson
Address Line 1: 600 Peachtree St. NE Suite 4100
Address Line 2: c/o Hunton & Williams LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	07/29/2016

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2016 (this "Agreement"), is made by **SYMPPLICITY CORPORATION**, a Delaware corporation ("**Grantor**"), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("GSSLG")**, as Collateral Agent under the Credit Agreement described below (in such capacity, "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement (as defined in the Credit Agreement), as applicable), by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger; and

WHEREAS, the Lenders are willing to make the Loans subject to and upon the terms and conditions set forth in the Credit Agreement and the other Credit Documents, including, without limitation, Grantor's execution and delivery of this Agreement to Collateral Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority 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, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Supplement of Schedules. Grantor and Collateral Agent may, as mutually agreed, modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

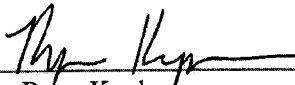
4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

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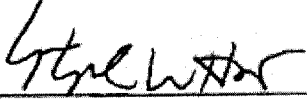
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

SYMPPLICITY CORPORATION

By: 
Name: Ryan Kaplan
Title: Vice President and Secretary

**ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:**

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**

By:  _____

Name: **Stephen W. Hipp**
Title: **Senior Vice President**

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS		
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Symplicity	4,252,265	December 4, 2012
ACCOMMODATE	4,768,817	July 7, 2015
ASCEND	4,768,816	July 7, 2015
CSM	4,812,183	September 15, 2015
HORIZONS	4,930,442	April 5, 2016
COMMUNITY	4,930,441	April 5, 2016
ALUMNI COMMUNITY	4,915,533	March 8, 2016
LAW COMMUNITY	4,915,532	March 8, 2016
HORIZONS PATH FINDER	4,817,475	September 22, 2015
ACHIEVE CSM	4,826,221	October 6, 2015

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WORKFORCE CSM	4,826,222	October 6, 2015
LAW CSM	4,826,215	October 6, 2015
ADVOCATE	4,930,471	April 5, 2016
MBA CSM	4,826,217	October 6, 2015
CO-OP CSM	4,826,219	October 6, 2015
ADVOCATE GME	4,826,423	October 6, 2015

TRADEMARK APPLICATIONS		
<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
ONESTOP	86/528,909	February 9, 2015
CAREER SERVICES MANAGER	86/528,970	February 9, 2015
INSIGHT	86/533,567	February 12, 2015
VOICE	86/533,638	February 12, 2015
RESIDENCE	86/533,594	February 12, 2015

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
MBA COMMUNITY	86/533,778	February 12, 2015

TRADEMARK LICENSES		
<u>Title of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>