

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campus Management Acquisition Corp.		08/15/2016	Corporation: DELAWARE
Campus Management Corp.		08/15/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4721438	CAMPUSNEXUS	
Registration Number:	4721550		
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164870		
NAME OF SUBMITTER:	Cori Capizzi		
SIGNATURE:	/Cori Capizzi/		
DATE SIGNED:	08/15/2016		
Total Attachments: 6			

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AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of August 15, 2016 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 29, 2010, at Reel 004286, Frame 0708 and amended by that certain Amendment Number One to Trademark Security Agreement, dated September 30, 2013, which was recorded with the United States Patent and Trademark Office on September 30, 2013, at Reel 5120, Frame 0862; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Exhibit A hereto, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademarks Collateral appearing on Exhibit A hereto (the "Additional Trademark Collateral"), and such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral including as identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. This Amendment may be executed in any number of counterparts and by different parties hereto 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 agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CAMPUS MANAGEMENT ACQUISITION CORP.,
a Delaware corporation

By: 

Name: Jacques Galante

Title: Vice President, Secretary and Treasurer

CAMPUS MANAGEMENT CORP.,
a Florida corporation

By: _____

Name: Anders Nessen

Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005855 FRAME: 0473

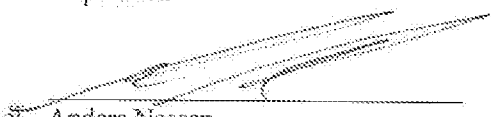
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CAMPUS MANAGEMENT ACQUISITION CORP.,
a Delaware corporation

By: _____
Name: Jacques Galante
Title: Vice President, Secretary and Treasurer

CAMPUS MANAGEMENT CORP.,
a Florida corporation

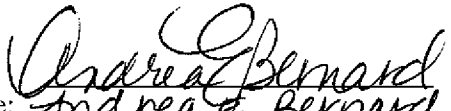
By: 
Name: Anders Nessen
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005855 FRAME: 0474

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Andrea G. Bernard
Title: Managing Director

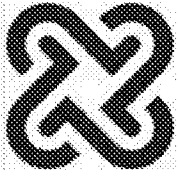
[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005855 FRAME: 0475

EXHIBIT A

ADDITIONAL TRADEMARK COLLATERAL

Trademarks

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
CampusNexus (text)	CAMPUS MANAGEMENT CORP.	US	86224055 03/18/2014	4,721,438 04/14/2015
CampusNexus (logo) 	CAMPUS MANAGEMENT CORP.	US	86274091 05/07/2014	4,721,550 04/14/2015