TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OnCourse Real Estate, Inc.		09/12/2016	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Crescent Direct Lending, LLC, as Agent
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4040702	QUICKCERT
Registration Number:	4040703	ONCOURSE LEARNING
Registration Number:	4037415	SPECIALIZED SOLUTIONS
Registration Number:	4541975	AHIT
Registration Number:	4550250	AMERICAN HOME INSPECTORS TRAINING INSTIT

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283/021
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/12/2016

CH $140.00 4040702

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 12th day of September, 2016 by the undersigned "Grantor" (the "Grantor") in favor of **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, OnCourse Learning Corporation, a Delaware corporation (the "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of the date hereof among Grantee, the Borrower and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore) together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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 registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

TRADEMARK
REEL: 005874 FRAME: 0562

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

ONCOURSE REAL ESTATE, INC.,
a Wisconsin corporation

By: _____
Name: Patrick Sheahan
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above:

CRESCENT DIRECT LENDING, LLC, as Agent

By: Crescent Capital Group LP, its sole member

By: _____
Name: Jake Garmey
Title: Managing Director

By: _____
Name: Michael Rogers
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

MARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
QUICKCERT	85124214	9/7/10	4040702	10/18/11
ONCOURSE LEARNING	85124234	9/8/10	4040703	10/18/11
SPECIALIZED SOLUTIONS	85124620	9/8/10	4037415	10/11/11
AHIT (Stylized & Design)	85905946	4/16/13	4541975	06/03/2014
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	85905914	4/16/13	4550250	06/17/2014
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	85905914	4/16/13	4550250	06/17/2014