

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398131

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OnCourse Learning Corporation		09/12/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC, as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3585206	PROSCHOOLS	
<b>Registration Number:</b>	2840332	TRAININGPRO	
<b>Registration Number:</b>	3992869	WE'RE ALL ABOUT YOU.	
<b>Registration Number:</b>	3699891	ARTISAN	
<b>Registration Number:</b>	3815057	SYMPHONY	
<b>Registration Number:</b>	2365049	BANKERSEGE	
<b>Registration Number:</b>	2517352	BLEND VOCATION WITH VACATION	
<b>Registration Number:</b>	2833421	CE DIRECT	
<b>Registration Number:</b>	1938802	NURSEWEEK	
<b>Registration Number:</b>	1500500	NURSING SPECTRUM	
<b>Registration Number:</b>	3054507	NUTRITION DIMENSION	
<b>Registration Number:</b>	3699919	TODAY IN OT	
<b>Registration Number:</b>	3481301	TODAY IN PT	
<b>Registration Number:</b>	4130829	DISTANCECME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			

CH \$365.00 3585206

**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

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 12<sup>th</sup> 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"):

**WITNESSETH**

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]

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

**GRANTOR:**

**ONCOURSE LEARNING CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Patrick Sheahan

Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

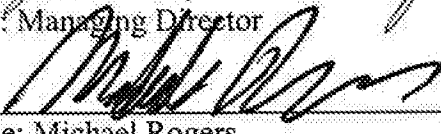
**TRADEMARK**  
**REEL: 005875 FRAME: 0415**

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

**SCHEDULE A**

MARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
PROSCHOOLS	77109986	2/16/07	3585206	3/10/09
	78252270	5/20/03	2840332	5/11/04
WE'RE ALL ABOUT YOU	85170842	11/6/10	3992869	7/12/11
ARTISAN	77487438	5/30/08	3699891	10/20/09
SYMPHONY	77477641	5/19/08	3815057	7/6/10
BANKERSEdge	75441032	2/26/98	2365049	7/4/00
BLEND VOCATION WITH VACATION	76244624	04/23/01	2517352	12/11/01
CE DIRECT	76518226	05/29/03	2833421	04/13/04
NURSEWEEK	74618182	01/05/95	1938802	11/28/95
NURSING SPECTRUM	73706456	01/19/88	1500500	08/16/88
NUTRITION DIMENSION	78555823	01/28/05	3054507	01/31/06
TODAY IN OT	77494017	06/09/08	3699919	10/20/09
TODAY IN PT	77070123	12/22/06	3481301	08/05/08
	85310475	5/3/11	4130829	4/24/12