

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398382

<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>
Learners Edge, LLC		09/09/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC		
<b>Street Address:</b>	One Post Office Square, 36th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3417686	FOUNDED BY TEACHERS. DEDICATED TO LEARNI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>			
<b>Phone:</b>	203.975.7505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1514439.00013		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>SIGNATURE:</b>	/christina london/		
<b>DATE SIGNED:</b>	09/14/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of September 9, 2016, by **LEARNERS EDGE, LLC**, a Delaware limited liability company (“**Grantor**”), to and with **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in the capacity as collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the “**Agent**”).

### RECITALS

A. Pursuant to the terms of that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Learners Edge Holdco LLC (“**Parent**”), Learners Edge Intermediate LLC, a Delaware limited liability company and Learners Edge, LLC, a Delaware limited liability company (collectively, the “**Borrowers**”), the lenders from time to time party thereto (the “**Lenders**”), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

B. Grantor has executed and delivered to the Agent a certain Security Agreement of even date herewith (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “**Security Agreement**”) by and among Parent, the Borrowers and the Agent, pursuant to which the Grantor granted to the Agent a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent and the Lenders under the Credit Agreement and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest**. As security for the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of itself and the other lenders party to the Credit Agreement, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (the “**Collateral**”).

3. **Recordation**. Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference**. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control

**5. Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

**6. Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**LEARNERS EDGE, LLC**

By: Jeff Farrero  
Jeffery M. Farrero  
Secretary

**CRESCENT DIRECT LENDING, LLC,  
as Agent**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

(Trademark Security Agreement)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**LEARNERS EDGE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

*Intending and confirming by this signature to join this Agreement as a Grantor immediately following and automatically as a result of the consummation of the Closing Date Acquisition.*

**CRESCENT DIRECT LENDING, LLC,**  
as Agent

By:   
Name: Michael L. Rogers  
Title: Managing Director

By:   
Name: Gia Heimlich  
Title: Vice President

(Trademark Security Agreement)

**EXHIBIT A**

REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Owner</b>
Founded by teachers. Dedicated to learning.	3417686	Learners Edge, LLC

TRADEMARK APPLICATIONS

None.