

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407059

<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>
PRIME EDUCATION, LLC		11/04/2016	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	300 South Wacker Drive, Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4684672	IQCE	
<b>Registration Number:</b>	3984686	GME TODAY	
<b>Registration Number:</b>	3813376	DOESTRAINING	
<b>Registration Number:</b>	3294478	UNIQUE CRITIQUE	
<b>Registration Number:</b>	3303191	MEDICAL MANEUVERS	
<b>Registration Number:</b>	3010565	PRIME	
<b>Registration Number:</b>	2926142	PRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	3125772865		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	386565-35		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		

CH \$190.00 4684672

<b>DATE SIGNED:</b>	11/30/2016
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 4<sup>th</sup> day of November, 2016 by PRIME EDUCATION, LLC, a Florida limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor (together each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Borrower Representative and becomes a “Borrower” thereunder with the consent of Agent and Borrower Representative, the “**Borrowers**”), DW Prime Holdings, Inc. (“**Holdings**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of November 4, 2016 (as amended, 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, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of November 4, 2016, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, 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 Lenders, a security interest and lien upon 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 symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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 the 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. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

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 Lenders, 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 (to the extent not constituting Excluded Property):

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

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

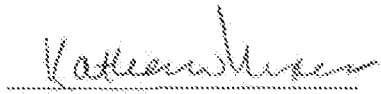
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the 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.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**


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

**PRIME EDUCATION, LLC,**  
a Florida corporation

By:   
Name: Kathleen Moreo  
Its: President, Secretary, and Treasurer

Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Name: Drew Guyette  
Title: Director

**SCHEDULE A**

**Trademark Registrations**

Title	Registration Date	Registration No.
iQCE	2/10/15	4684672
GMEToday	6/28/11	3984686
DOESTRAINING	7/6/10	3813376
UNIQUE CRITIQUE	9/18/07	3294478
MEDICAL MANEUVERS	10/02/07	3303191
PRIME	11/14/03	3010565
PRIME	2/15/05	2926142