

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Illumno Technologies, Ltd.		05/04/2017	Limited Corporation: BERMUDA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	214 N. Tryon Street
Internal Address:	27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4569098	ILUMNO NETWORK UNIVERSITY SYSTEM OF THE
Registration Number:	4569097	ILUMNO NETWORK UNIVERSITY SYSTEM OF THE
Registration Number:	4565041	
Registration Number:	3568305	WHITNEY INTERNATIONAL UNIVERSITY SYSTEM
Registration Number:	4859910	ILUMNO
Registration Number:	4774585	ILUMNO
Serial Number:	76719701	ILUMNO CUBE
Registration Number:	4694633	RED ILUMNO SISTEMA UNIVERSITARIO DE LAS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

OP \$215.00 4569098

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F170004 TM 2nd Lien
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	05/08/2017
Total Attachments: 5 source=#89637594v1 - (2L Trademark Filing)#page2.tif source=#89637594v1 - (2L Trademark Filing)#page3.tif source=#89637594v1 - (2L Trademark Filing)#page4.tif source=#89637594v1 - (2L Trademark Filing)#page5.tif source=#89637594v1 - (2L Trademark Filing)#page6.tif	

SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

Second Priority Trademark Security Agreement, dated as of 4 May, 2017, by Ilumno Technologies, Ltd. (“**Chargor**”), in favor of U.S. Bank National Association, in its capacity as Second Priority Bermuda Collateral Agent (in such capacity, the “**Chargee**”) pursuant to that certain Intercreditor and Subordination Agreement dated as of 14 December, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Intercreditor and Subordination Agreement**”) executed in connection with the Senior Secured Convertible Note dated as of December 14, 2016 among inter alios, Ilumno Technologies, LLC a limited liability company organised in Delaware with registration number 6233733 as issuer, Ilumno Holdings, Ltd, (formerly known as Whitney International Holdings Ltd.) an exempted limited liability company incorporated under the laws of Bermuda with registration number 49828 as parent and HL Global Investments (“**HL Global**”) and all other senior secured convertible notes issued there after (the “**Notes**”).

W I T N E S S E T H:

WHEREAS, Chargor is party to a Second Priority Fixed and Floating Charge dated as of 4 May, 2017 (the “**Charge**”) in favor of the Chargee pursuant to which Chargor is required to execute and deliver this Second Priority Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Chargee, for the benefit of the Secured Parties, to enter into the Notes, Chargor hereby agrees with the Chargee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Charge and used herein have the meaning given to them in the Charge.

SECTION 2. Grant of Security Interest in Trademark Collateral. Chargor hereby pledges and grants to the Chargee for the benefit of the Secured Parties a second priority lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Chargor:

(a) all Trademark registrations and applications of Chargor, including those listed on Schedule I attached hereto, but excluding any application for registration of a Trademark filed with the United States Patent and Trademark Office (“USPTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

SECTION 3. Charge. The second priority security interest granted pursuant to this Second Priority Trademark Security Agreement is granted in conjunction with the second priority security interest granted to the Chargee pursuant to the Charge, and Chargor hereby acknowledges and affirms that the rights and remedies of the Chargee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Charge. In the event that any provision of this Second Priority Trademark Security Agreement is deemed to conflict with the Charge, the provisions of the Charge shall control unless the Chargee shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Charge, the Chargee shall, at the expense of Chargor, execute, acknowledge, and deliver to Chargor an instrument reasonably requested by Chargor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Priority Trademark Security Agreement.

SECTION 5. Counterparts. This Second Priority Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Priority Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Second Priority Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Priority Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Second Priority Trademark Security Agreement, the liens created hereby and the rights and remedies of the Chargee hereunder are subject to the terms of the Intercreditor and Subordination Agreement. In the event of any conflict or inconsistency between the terms of this Second Priority Trademark Security Agreement and the Intercreditor and Subordination Agreement, the terms of the Intercreditor and Subordination Agreement shall govern.

SECTION 7. Governing Law. This Second Priority Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles.

IN WITNESS whereof the parties hereto have caused this Second Priority Trademark Security Agreement to be duly executed as of the day and year first before written.

Very truly yours,

ILUMNO TECHNOLOGIES, LTD.

By: 

Name: Peter Pizarro
Title: Director

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Chargee

By: _____

Name:
Title:

IN WITNESS whereof the parties hereto have caused this Second Priority Trademark Security Agreement to be duly executed as of the day and year first before written.

Very truly yours,

ILUMNO TECHNOLOGIES, LTD.

By: _____
Name:
Title:

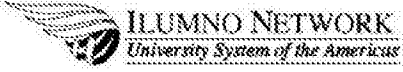


Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Chargee

By: _____
Name:
Title: James A. Hanley
Vice President

**SCHEDULE I
TO
SECOND PRIORITY TRADEMARK SECURITY AGREEMENT
REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS**

United States:

Trademark	Application No./ Registration No.	File Date/ Registration Date
ILUMNO NETWORK UNIVERSITY SYSTEM OF THE AMERICAS	4569098	7/15/2014
 ILUMNO NETWORK <i>University System of the Americas</i>	4569097	7/15/2014
	4565041	7/8/2014
WHITNEY INTERNATIONAL UNIVERSITY SYSTEM	3568305	1/27/2009
ILUMNO	4859910	11/24/2015
ILUMNO	4774585	7/21/2015
ILUMNO CUBE	76/719,701	9/1/2016
 RED ILUMNO <i>University System of the Americas</i>	4,694,633	3/3/2015