

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438944

<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>
FRONTLINE TECHNOLOGIES GROUP LLC		04/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		
<b>Street Address:</b>	One Boston Place, 18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4796432	EDIVATE	
<b>Registration Number:</b>	4693052	COMMON CORE 360	
<b>Registration Number:</b>	4553060	GAGE	
<b>Registration Number:</b>	4617918	EQUITY 101	
<b>Registration Number:</b>	4300157	PD 360	
<b>Registration Number:</b>	4430789		
<b>Registration Number:</b>	4468558	SCHOOL IMPROVEMENT NETWORK	
<b>Registration Number:</b>	4285045	PROOF OF IMPACT	
<b>Registration Number:</b>	4284899	VIDEO JOURNAL OF EDUCATION	
<b>Registration Number:</b>	4143423	OBSERVATION 360	
<b>Registration Number:</b>	4258209	LIVEBOOK	
<b>Registration Number:</b>	3589450	APPLIED DIFFERENTIATION MAP	
<b>Registration Number:</b>	4135943	LEARNING 360° FRAMEWORK	
<b>Registration Number:</b>	2585696	SCHOOL IMPROVEMENT NETWORK	
<b>Registration Number:</b>	2080890	THE LPD VIDEO JOURNAL OF EDUCATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		

OP \$390.00 4796432

**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:** 312-863-7198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1989.392

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 08/11/2017

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this April 1, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Frontline Technologies Group LLC ("Frontline") and the subsidiaries of Frontline from time to time party thereto (together with Frontline, each individually a "Borrower" and collectively, jointly and severally, "Borrowers"), as borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Wells Fargo Bank, National Association, Capital One, National Association, and TPG Specialty Lending, Inc., as joint lead arrangers (in such capacity, the "Joint Lead Arrangers"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 1, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the

Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and registrations referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER, SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

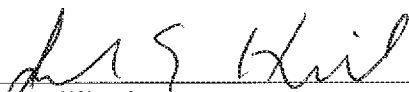
FRONTLINE TECHNOLOGIES GROUP LLC

By:   
Name: Todd Orlando  
Title: Chief Financial Officer & Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By:   
Name: Jordan Hilliard  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Frontline Technologies Group LLC	United States	FRONTLINE TECHNOLOGIES	4,261,865	December 18, 2012
Frontline Technologies Group LLC	United States	AESOP	3,899,112	January 4, 2011
Frontline Technologies Group LLC	United States	AESOP and Design	3,899,113	January 4, 2011
Frontline Technologies Group LLC	United States	AESOP and Design	3,899,114	January 4, 2011
Frontline Technologies Group LLC	United States	JOBULATOR	3,850,715	September 21, 2010
Frontline Technologies Group LLC	United States	VERITIME	3,966,145	May 24, 2011
Frontline Technologies Group LLC	United States	VERITIME and Design	4,009,197	August 9, 2011
Frontline Technologies Group LLC	United States	PRISMA	4,201,814	September 4, 2012
Frontline Technologies Group LLC	United States	PRISMA	4,205,196	September 11, 2012
Frontline Technologies Group LLC	United States	ASPEX SOLUTIONS	4,318,389	April 9, 2013
Frontline Technologies Group LLC	United States	AESOP	2,513,909	December 4, 2001
Frontline Technologies Group LLC	United States	AESOP and Design	86-224389	March 18, 2014



Frontline Technologies Group LLC	United States	FRONTLINE TECHNOLOGIES (Stylized)	86-224421	March 18, 2014
Frontline Technologies Group LLC	United States	TEACHWISE	86-320472	June 25, 2014
Frontline Technologies Group LLC	United States	TEACHWISE and Design	86-336643	July 14, 2014
Frontline Technologies Group LLC	United States	PENCIL WITH FACE LOGO	86-347020	July 14, 2014
Frontline Technologies Group LLC	United States	Applitrack	4844616	November 3, 2015
Frontline Technologies Group LLC	United States	Applitrack	4844615	November 3, 2015
Frontline Technologies Group LLC	United States	MLPOOPENPD	4663479	December 30, 2014
Frontline Technologies Group LLC	United States	MLPOASYS	4607194	September 16, 2014
Frontline Technologies Group LLC	United States	thinklet	4577271	July 29., 2014
Frontline Technologies Group LLC	United States	OPENPD [Design]	4516006	April 15, 2014
Frontline Technologies Group LLC	United States	OPENPD	4507465	April 1, 2014
Frontline Technologies Group LLC	United States	MYLEARNINGPLAN OASYS	4453155	December 24, 2013
Frontline Technologies Group LLC	United States	FORM HOG	4228574	October 23, 2012
Frontline Technologies Group LLC	United States	MyLearningPlan.com	2788923	December 2, 2003
Frontline Technologies Group LLC	United States	MYLEARNINGPLAN	2775895	October 21, 2003
Frontline Technologies	United States	MY LEARNING PLAN	2797700	December 23, 2003

Group LLC				
Frontline Technologies Group LLC	United States	MYLEARNINGPLAN.COM	2775893	October 21, 2003
Frontline Technologies Group LLC	United States	Subpay	3717137	November 24, 2009
Frontline Technologies Group LLC	United States	CRS Advanced Technology	3709043	November 10, 2009
Frontline Technologies Group LLC	United States	[Design Only]	3715635	November 24, 2009
Frontline Technologies Group LLC	United States	Subfinder	2072754	June 17, 1997
Frontline Technologies Group LLC	United States	Teachscope Reflect	4530899	May 13, 2014
Frontline Technologies Group LLC	United States	Teachscope	3949985	April 26, 2011
Frontline Technologies Group LLC	United States	Teachscope	4056757	November 15, 2011
Frontline Technologies Group LLC	United States	[Design Only]	1940030	December 5, 1995
Frontline Technologies Group LLC	United States	National School Conference Institute	1948718	January 16, 1996
Frontline Technologies Group LLC	United States	BOCES SYNC	4631208	November 4, 2014
Frontline Technologies Group LLC	United States	BOCESSYNC	4631207	November 4, 2014
Frontline Technologies Group LLC	United States	TRANSLATIONDIRECT	4469248	January 21, 2014
Frontline Technologies Group LLC	United States	TRANSLATIONDIRECT	4414657	October 8, 2013
Frontline Technologies Group LLC	United States	CENTRISSYNC	4101487	January 21, 2012

Frontline Technologies Group LLC	United States	GUIDANCE DIRECT	3070223	March 21, 2006
Frontline Technologies Group LLC	United States	RTIM DIRECT	3740509	January 19, 2010
Frontline Technologies Group LLC	United States	MEDICAID DIRECT	2814672	January 17, 2004
Frontline Technologies Group LLC	United States	BOCES DIRECT	2816466	January 24, 2004
Frontline Technologies Group LLC	United States	IEP DIRECT	2814671	January 17, 2004
Frontline Technologies Group LLC	United States	CENTRIS GROUP	2814670	January 17, 2004

Supplemental (5/17):

Frontline Technologies Group LLC	United States	POINT. CLICK. HIRE.	2678486	1/21/03
Frontline Technologies Group LLC	United States	TEACHERS-TEACHERS.COM	2577300	6/11/02

Supplemental (8/17):

Frontline Technologies Group LLC	United States	EDIVATE	4796432	08/18/15
Frontline Technologies Group LLC	United States	COMMON CORE 360	4693052	02/24/15
Frontline Technologies Group LLC	United States	GAGE	4553060	06/17/14
Frontline Technologies Group LLC	United States	EQUITY 101	4617918	10/07/14
Frontline Technologies Group LLC	United States	PD 360	4300157	03/12/13

Frontline Technologies Group LLC	United States	None (Design only)	4430789	11/12/13
Frontline Technologies Group LLC	United States	SCHOOL IMPROVEMENT NETWORK	4468558	01/21/14
Frontline Technologies Group LLC	United States	PROOF OF IMPACT	4285045	02/05/13
Frontline Technologies Group LLC	United States	VIDEO JOURNAL OF EDUCATION	4284899	02/05/13
Frontline Technologies Group LLC	United States	OBSERVATION 360	4143423	05/15/12
Frontline Technologies Group LLC	United States	LIVEBOOK	4258209	12/11/12
Frontline Technologies Group LLC	United States	APPLIED DIFFERENTIATION MAP	3589450	03/10/09
Frontline Technologies Group LLC	United States	LEARNING 360° FRAMEWORK	4135943	05/01/12
Frontline Technologies Group LLC	United States	SCHOOL IMPROVEMENT NETWORK	2585696	06/25/02
Frontline Technologies Group LLC	United States	THE LPD VIDEO JOURNAL OF EDUCATION	2080890	07/22/97

Trade Names

Frontline Technologies Group LLC

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.