TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helton Management Group, LLC, d/b/a Education Solutions Services, LLC		07/24/2017	Limited Liability Company: TENNESSEE

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America, as Collateral Agent
Street Address:	c/o Prudential Capital Group, 1114 Avenue of the Americas, 30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Company: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87439129	ESS EVERY DAY COUNTS. EDUCATION SOLUTION

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbleskin@schiffhardin.com
Correspondent Name: Jennifer Bleskin
Address Line 1: 233 S Wacker Drive, Ste 7100
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	08/21/2017

Total Attachments: 3
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

July 24, 2017

Pursuant to and subject to the terms of that certain Security Agreement, dated as of April 16, 2015, by and among S4T Holdings, LLC, a Delaware limited liability company (the "**Parent**"), S4T Holdings Corp., a Delaware corporation, and, after their execution of a Joinder (as defined therein), Source 4 Solutions LLC, a Delaware limited liability company, S4Teachers LLC, a Delaware limited liability company, Mission One Educational Staffing Services LLC, a Delaware limited liability company, and any direct and indirect subsidiaries of the Parent from time to time thereafter made parties hereto pursuant to Section 6 thereof in favor of The Prudential Insurance Company of America, as Collateral Agent (the "**Security Agreement**"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement), each entity listed on the signature pages hereto, as assignor (each, an "**Assignor**") hereby grants and assigns to The Prudential Insurance Company of America, as Collateral Agent, whose address is c/o Prudential Capital Group, 1114 Avenue of the Americas, 30th Floor, New York, NY 10036, Attention: Managing Director, as assignee, a continuing security interest in and a continuing lien upon, each Assignor's respective right, title and interest in, to and under all trademarks and service marks, registrations and applications for registration now owned or hereafter acquired by each Assignor, together with the goodwill associated therewith (the "**Goodwill**"), including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all extensions and renewals thereof (provided, however, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise) and the below listed registrations and applications for registration:

U.S. Trademark Application

Trademark	Serial No.	Filing Date
ESS Education Solutions Services	87439129	May 5, 2017

The Collateral Agent's security interest in the trademarks, service marks, registrations, applications for registration and Goodwill can be terminated only in accordance with the terms of the Security Agreement. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

HELTON MANAGEMENT GROUP, LLC,
D/B/A EDUCATION SOLUTIONS
SERVICES, LLC

By: _____
Name: John DeVall
Title: Chief Financial Officer

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent

By: _____
Name:
Title:

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TM Security Assignment