

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frontline Technologies Group LLC		09/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, as Collateral Agent		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	4631748	AESOP	
Registration Number:	3899112	AESOP	
Registration Number:	2513909	AESOP	
Registration Number:	3589450	APPLIED DIFFERENTIATION MAP	
Registration Number:	4844615	APPLITRACK	
Registration Number:	4844616	APPLITRACK	
Registration Number:	4318389	ASPEX SOLUTIONS	
Registration Number:	2816466	BOCES DIRECT	
Registration Number:	4631208	BOCES SYNC	
Registration Number:	4631207	BOCESSYNC	
Registration Number:	2814670	CENTRIS GROUP	
Registration Number:	4101487	CENTRISSYNC	
Registration Number:	4693052	COMMON CORE 360	
Registration Number:	4933219		
Registration Number:	4430789		
Registration Number:	4796432	EDIVATE	
Registration Number:	4617918	EQUITY 101	
Registration Number:	4228574	FORM HOG	
TRADEMARK			

CH \$1490.00 4631748

Property Type	Number	Word Mark
Registration Number:	4631749	FRONTLINE TECHNOLOGIES
Registration Number:	4261865	FRONTLINE TECHNOLOGIES
Registration Number:	4553060	GAGE
Registration Number:	3070223	GUIDANCE DIRECT
Registration Number:	2814671	IEP DIRECT
Registration Number:	3850715	JOBULATOR
Registration Number:	4135943	LEARNING 360° FRAMEWORK
Registration Number:	4258209	LIVEBOOK
Registration Number:	2814672	MEDICAID DIRECT
Registration Number:	4607194	MLPOASYS
Registration Number:	4663479	MLPOPENPD
Registration Number:	2797700	MY LEARNING PLAN
Registration Number:	2775895	MYLEARNINGPLAN
Registration Number:	4453155	MYLEARNINGPLAN OASYS
Registration Number:	2775893	MYLEARNINGPLAN.COM
Registration Number:	2788923	MYLEARNINGPLAN.COM
Registration Number:	4143423	OBSERVATION 360
Registration Number:	4507465	OPENPD
Registration Number:	4516006	OPENPD
Registration Number:	4300157	PD 360
Registration Number:	2678486	POINT. CLICK. HIRE.
Registration Number:	4205196	PRISMA
Registration Number:	4201814	PRISMA
Registration Number:	4285045	PROOF OF IMPACT
Registration Number:	3740509	RTIM DIRECT
Registration Number:	4468558	SCHOOL IMPROVEMENT NETWORK
Registration Number:	2585696	SCHOOL IMPROVEMENT NETWORK
Registration Number:	2072754	SUBFINDER
Registration Number:	2577300	TEACHERS-TEACHERS.COM
Registration Number:	4056757	TEACHSCAPE
Registration Number:	3949985	TEACHSCAPE
Registration Number:	4530899	TEACHSCAPE REFLECT
Registration Number:	4933189	TEACHWISE
Registration Number:	4937445	TEACHWISE
Registration Number:	2080890	THE LPD VIDEO JOURNAL OF EDUCATION
Registration Number:	4577271	THINKLET
Registration Number:	4469248	TRANSLATIONDIRECT
Registration Number:	4414657	TRANSLATIONDIRECT

Property Type	Number	Word Mark
Registration Number:	4009197	VERITIME
Registration Number:	3966145	VERITIME
Registration Number:	4284899	VIDEO JOURNAL OF EDUCATION

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	040896-0074
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	09/22/2017

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of September 18, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“**Ares**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) FRONTLINE TECHNOLOGIES HOLDINGS, LLC, a Delaware limited liability company (“**Buyer**”), as a Borrower, (ii) FRONTLINE TECHNOLOGIES MERGER SUB, LLC, a Delaware limited liability company (“**Merger Sub**” or the “**Initial Borrower**”), (iii) FRONTLINE TECHNOLOGIES BLOCKER BUYER, LLC, a Delaware limited liability company (“**Blocker Buyer**”), (iv) FRONTLINE TECHNOLOGIES GROUP HOLDING LLC, a Delaware limited liability company (“**Target**”, and following the Merger as successor to Merger Sub by operation of law and following the Borrower Assumption, together with the Initial Borrower, Blocker Buyer and each other Person party hereto that is designated as a Borrower from time to time, collectively, the “**Borrowers**”, and each a “**Borrower**”), (v) FRONTLINE TECHNOLOGIES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”), the direct or indirect parent of (x) prior to the Merger, Buyer, Merger Sub and Blocker Buyer, and (y) following the Merger, Buyer, Target and Blocker Buyer, as a Guarantor, (vi) Subsidiaries of Parent signatory thereto as guarantors or thereafter designated as Guarantors, (vii) the lenders from time to time party hereto (each a “**Lender**” and, collectively, the “**Lenders**”) and (viii) Ares, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

EXCENT CORPORATION

a Georgia corporation

By: 

Name: Timothy Clifford

Title: President

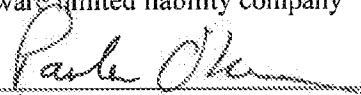
[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

**FRONTLINE TECHNOLOGIES GROUP
LLC**

a Delaware limited liability company

By: _____

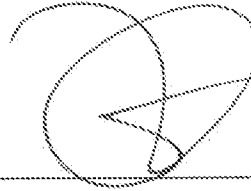


Name: Paula Olson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ARES CAPITAL CORPORATION,
as Collateral Agent




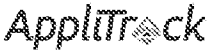
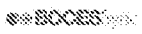

By: _____


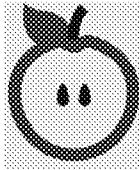
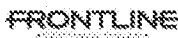
Name: Mitchell Goldstein
Authorized Signatory

Title: _____



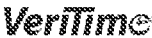
SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
ENRICH	U.S. Federal	Registered	77653862 1/21/09	3976311 6/14/11	EXCENT CORPORATION
EXCENT	U.S. Federal	Renewed (Registered)	75372024 10/7/97	2214363 12/29/98	EXCENT CORPORATION
UNIREF	U.S. Federal	Registered	85716596 8/29/12	4292456 2/19/13	EXCENT CORPORATION
AESOP 	U.S. Federal	Registered	86224389 3/18/14	4631748 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
AESOP	U.S. Federal	Registered	77945975 2/26/10	3899112 1/4/11	FRONTLINE TECHNOLOGIES GROUP LLC
AESOP	U.S. Federal	Renewed (Registered)	75776794 8/16/99	2513909 12/4/01	FRONTLINE TECHNOLOGIES GROUP LLC
APPLIED DIFFERENTIATION MAP	U.S. Federal	Registered Supplemental Register	78796128 1/20/06	3589450 3/10/09	FRONTLINE TECHNOLOGIES GROUP LLC
APPLITRACK 	U.S. Federal	Registered	86553016 3/4/15	4844615 11/3/15	FRONTLINE TECHNOLOGIES GROUP LLC
APPLITRACK	U.S. Federal	Registered	86553019 3/4/15	4844616 11/3/15	FRONTLINE TECHNOLOGIES GROUP LLC
ASPEX SOLUTIONS	U.S. Federal	Registered	85520117 1/19/12	4318389 4/9/13	FRONTLINE TECHNOLOGIES GROUP LLC
BOCES DIRECT	U.S. Federal	Renewed (Registered)	76476391 12/17/02	2816466 2/24/04	FRONTLINE TECHNOLOGIES GROUP LLC
BOCES SYNC	U.S. Federal	Registered	86131770 11/29/13	4631208 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
BOCESSYNC 	U.S. Federal	Registered	86131765 11/29/13	4631207 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
CENTRIS GROUP	U.S. Federal	Renewed (Registered)	76476388 12/17/02	2814670 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
CENTRISSYNC 	U.S. Federal	Registered	85308413 4/29/11	4101487 2/21/12	FRONTLINE TECHNOLOGIES GROUP LLC
COMMON CORE 360	U.S. Federal	Registered	85983351 12/7/11	4693052 2/24/15	FRONTLINE TECHNOLOGIES GROUP LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
Design Only 	U.S. Federal	Registered	86347020 7/24/14	4933219 4/5/16	FRONTLINE TECHNOLOGIES GROUP LLC
Design Only 	U.S. Federal	Registered	85516661 1/13/12	4430789 11/12/13	FRONTLINE TECHNOLOGIES GROUP LLC
EDIVATE	U.S. Federal	Registered	86295429 5/29/14	4796432 8/18/15	FRONTLINE TECHNOLOGIES GROUP LLC
EQUITY 101	U.S. Federal	Registered	85560201 3/5/12	4617918 10/7/14	FRONTLINE TECHNOLOGIES GROUP LLC
FORM HOG	U.S. Federal	Registered	85244933 2/17/11	4228574 10/23/12	FRONTLINE TECHNOLOGIES GROUP LLC
FRONTLINE TECHNOLOGIES 	U.S. Federal	Registered	86224421 3/18/14	4631749 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
FRONTLINE TECHNOLOGIES	U.S. Federal	Registered	85216767 1/13/11	4261865 12/18/12	FRONTLINE TECHNOLOGIES GROUP LLC
GAGE	U.S. Federal	Registered	85934712 5/16/13	4553060 6/17/14	FRONTLINE TECHNOLOGIES GROUP LLC
GLOBAL ZEAL	U.S. Federal	Pending Intent To Use	86339910 7/17/14		FRONTLINE TECHNOLOGIES GROUP LLC
GUIDANCE DIRECT	U.S. Federal	Renewed (Registered)	78452896 7/19/04	3070223 3/21/06	FRONTLINE TECHNOLOGIES GROUP LLC
IEP DIRECT	U.S. Federal	Renewed (Registered)	76476390 12/17/02	2814671 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
JOBULATOR	U.S. Federal	Registered	77593467 10/15/08	3850715 9/21/10	FRONTLINE TECHNOLOGIES GROUP LLC
LEARNING 360° FRAMEWORK	U.S. Federal	Registered	77937234 2/17/10	4135943 5/1/12	FRONTLINE TECHNOLOGIES GROUP LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
LIVEBOOK	U.S. Federal	Registered	85172556 11/9/10	4258209 12/11/12	FRONTLINE TECHNOLOGIES GROUP LLC
MEDICAID DIRECT	U.S. Federal	Renewed (Registered)	76476393 12/17/02	2814672 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
MLPOASYS	U.S. Federal	Registered	86093699 10/17/13	4607194 9/16/14	FRONTLINE TECHNOLOGIES GROUP LLC
MLPOPENPD	U.S. Federal	Registered	86286849 5/20/14	4663479 12/30/14	FRONTLINE TECHNOLOGIES GROUP LLC
MY LEARNING PLAN	U.S. Federal	Renewed (Registered)	78198466 12/30/02	2797700 12/23/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN	U.S. Federal	Renewed (Registered)	78198483 12/30/02	2775895 10/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN OASYS	U.S. Federal	Registered	85565438 3/9/12	4453155 12/24/13	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN.COM	U.S. Federal	Renewed (Registered)	78198455 12/30/02	2775893 10/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN.COM	U.S. Federal	Renewed (Registered)	78198528 12/30/02	2788923 12/2/03	FRONTLINE TECHNOLOGIES GROUP LLC
OBSERVATION 360	U.S. Federal	Registered	85106450 8/12/10	4143423 5/15/12	FRONTLINE TECHNOLOGIES GROUP LLC
OPENPD	U.S. Federal	Registered	85842538 2/6/13	4507465 4/1/14	FRONTLINE TECHNOLOGIES GROUP LLC
OPENPD 	U.S. Federal	Registered	85842585 2/6/13	4516006 4/15/14	FRONTLINE TECHNOLOGIES GROUP LLC
PD 360	U.S. Federal	Registered	85516670 1/13/12	4300157 3/12/13	FRONTLINE TECHNOLOGIES GROUP LLC
POINT. CLICK. HIRE.	U.S. Federal	Renewed (Registered)	75720181 6/25/99	2678486 1/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
PRISMA 	U.S. Federal	Registered	85521393 1/20/12	4205196 9/11/12	FRONTLINE TECHNOLOGIES GROUP LLC
PRISMA	U.S. Federal	Registered	85521362 1/20/12	4201814 9/4/12	FRONTLINE TECHNOLOGIES GROUP LLC
PROOF OF IMPACT	U.S. Federal	Registered	85515586 1/12/12	4285045 2/5/13	FRONTLINE TECHNOLOGIES GROUP LLC
RTIM DIRECT	U.S. Federal	Registered	77345737 12/6/07	3740509 1/19/10	FRONTLINE TECHNOLOGIES GROUP LLC
SCHOOL IMPROVEMENT NETWORK	U.S. Federal	Registered Section 2(F)	85516658 1/13/12	4468558 1/21/14	FRONTLINE TECHNOLOGIES GROUP LLC
SCHOOL IMPROVEMENT NETWORK	U.S. Federal	Renewed (Registered)	75563186 10/2/98	2585696 6/25/02	FRONTLINE TECHNOLOGIES GROUP LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
SUBFINDER	U.S. Federal	Renewed (Registered)	75025641 11/29/95	2072754 6/17/97	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHERS- TEACHERS.COM	U.S. Federal	Renewed (Registered)	76030449 4/20/00	2577300 6/11/02	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE	U.S. Federal	Registered	77790518 7/27/09	4056757 11/15/11	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE	U.S. Federal	Registered	77981050 7/27/09	3949985 4/26/11	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE REFLECT	U.S. Federal	Registered	85980873 10/8/10	4530899 5/13/14	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHWISE  Teachwise	U.S. Federal	Registered	86336643 7/14/14	4933189 4/5/16	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHWISE	U.S. Federal	Registered	86320472 6/25/14	4937445 4/12/16	FRONTLINE TECHNOLOGIES GROUP LLC
THE LPD VIDEO JOURNAL OF EDUCATION	U.S. Federal	Renewed (Registered)	75046365 1/22/96	2080890 7/22/97	FRONTLINE TECHNOLOGIES GROUP LLC
THINKLET	U.S. Federal	Registered	85967835 6/24/13	4577271 7/29/14	FRONTLINE TECHNOLOGIES GROUP LLC
TRANSLATIONDIRECT  TranslationDirect	U.S. Federal	Registered	85871645 3/8/13	4469248 1/21/14	FRONTLINE TECHNOLOGIES GROUP LLC
TRANSLATIONDIRECT	U.S. Federal	Registered	85867898 3/6/13	4414657 10/8/13	FRONTLINE TECHNOLOGIES GROUP LLC
VERITIME 	U.S. Federal	Registered	85211015 1/5/11	4009197 8/9/11	FRONTLINE TECHNOLOGIES GROUP LLC
VERITIME	U.S. Federal	Registered	85139840 9/28/10	3966145 5/24/11	FRONTLINE TECHNOLOGIES GROUP LLC
VIDEO JOURNAL OF EDUCATION	U.S. Federal	Registered Section 2(F)	85490055 12/7/11	4284899 2/5/13	FRONTLINE TECHNOLOGIES GROUP LLC