

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444990

<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>
Admissions US, LLC		09/28/2017	Limited Liability Company: DELAWARE
ApplyYourself, Inc.		09/28/2017	Corporation: DELAWARE
AY Software Services, Inc.		09/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4796031	RADIUS	
<b>Registration Number:</b>	3893908	INTELLIWORKS	
<b>Registration Number:</b>	3942501	CONNECT	
<b>Registration Number:</b>	3808801	CONNECT	
<b>Registration Number:</b>	3604812	CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122305199		
<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>	212-318-6518		
<b>Email:</b>	terrenceboyle@paulhastings.com		
<b>Correspondent Name:</b>	Terrence G. Boyle		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	c/o Paul Hastings LLP		
<b>Address Line 4:</b>	New York, NEW YORK 01066		
<b>NAME OF SUBMITTER:</b>	Terrence G. Boyle		

CH \$140.00 4796031

<b>SIGNATURE:</b>	/s/ Terrence G. Boyle
<b>DATE SIGNED:</b>	09/28/2017
<b>Total Attachments: 7</b> source=Execution Copy_Trademark Security Agreement#page1.tif source=Execution Copy_Trademark Security Agreement#page2.tif source=Execution Copy_Trademark Security Agreement#page3.tif source=Execution Copy_Trademark Security Agreement#page4.tif source=Execution Copy_Trademark Security Agreement#page5.tif source=Execution Copy_Trademark Security Agreement#page6.tif source=Execution Copy_Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of September, 2017, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), 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 Second Amended And Restated Credit Agreement dated as of August 15, 2016, as amended by that certain Amendment Number One to Second Amended and Restated Credit Agreement, Consent, and Waiver, dated as of September 21, 2017 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **CAMPUS MANAGEMENT ACQUISITION CORP.**, a Delaware corporation, as parent ("Parent"), **CAMPUS MANAGEMENT CORP.**, a Florida corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of September 29, 2010, as amended by that certain Amendment Number One to Security Agreement, dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is 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 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, 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 the Collateral consisting of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such 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 Grantor against third parties for past, present or future (i) infringement or dilution of the Collateral consisting 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 such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any such Trademark Intellectual Property License.

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 Grantor to Agent, 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 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 Security Agreement. 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 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 Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 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. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO (A) THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER,**

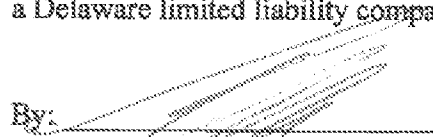
**AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND (B) THE PROVISIONS SET FORTH IN SECTION 26 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.**

[SIGNATURE PAGE FOLLOWS]

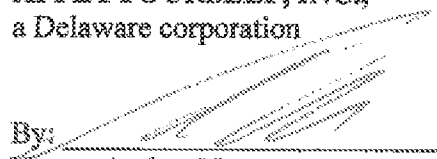
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

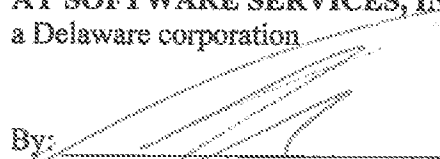
**ADMISSIONS US, LLC,**  
a Delaware limited liability company

By:   
Name: Anders Nessen  
Title: Chief Financial Officer and Treasurer

**APPLYYOURSELF, INC.,**  
a Delaware corporation

By:   
Name: Anders Nessen  
Title: Chief Financial Officer and Treasurer

**AY SOFTWARE SERVICES, INC.,**  
a Delaware corporation

By:   
Name: Anders Nessen  
Title: Chief Financial Officer and Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE,  
LLC**, a Delaware limited liability company

By:   
Name: **JON LAREAU**  
Title: Authorized Signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

MARK	CURRENT OWNER	COUNTRY	APPLICATION NO. / DATE	REGISTRATION NO. / DATE
RADIUS	ADMISSIONS US, LLC	US	86146409 12/17/2013	4796031  08/18/2015
INTELLIWORKS	ADMISSIONS US, LLC	US	85034776 05/10/2010	3893908  12/21/2010
CONNECT	ADMISSIONS US, LLC	US	76704083 08/11/2010	3942501  04/11/2010
CONNECT	ADMISSIONS US, LLC	US	76695085 04/13/2010	3808801  06/29/2010
CONNECT	ADMISSIONS US, LLC	US	76690104 05/29/2008	3604812  01/27/2009
RADIUS	ADMISSIONS US, LLC	International	N/A	1233863  N/A
RADIUS	ADMISSIONS US, LLC	Canada	1675784 05/06/2014	TMA966450 03/22/2017



EMT	ADMISSIONS US, LLC	Canada	1232308 01/10/2004	TMA688373 05/25/2007
RADIUS	ADMISSIONS US, LLC	India	N/A	IRDI-2929788