

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453024

<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>
BarBri, Inc.		12/01/2017	Corporation: DELAWARE
BarBri Acquisition, Inc.		12/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Northwestern Mutual Life Insurance Company, as Agent		
<b>Street Address:</b>	720 East Wisconsin Avenue		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Mutual Insurance Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4350060	B	
<b>Registration Number:</b>	1554642	BAR/BRI	
<b>Registration Number:</b>	1184157	BAR/BRI	
<b>Registration Number:</b>	1559778	BAR/BRI DIGEST	
<b>Registration Number:</b>	1563843	BAR/BRI DIGEST	
<b>Registration Number:</b>	1700910	BARPASSERS	
<b>Registration Number:</b>	2260223	FL FACTS	
<b>Registration Number:</b>	2021169	STUDYSMART	
<b>Registration Number:</b>	4828815	ACFCS ASSOCIATION OF CERTIFIED FINANCIAL	
<b>Registration Number:</b>	4937715	ACEDS ASSOCIATION OF CERTIFIED E-DISCOVER	
<b>Registration Number:</b>	5220605	BARBRI AMP	
<b>Registration Number:</b>	4418553	BARBRI	
<b>Registration Number:</b>	3970642	LAW PREVIEW	
<b>Registration Number:</b>	3377558	CONQUER LAW SCHOOL	
<b>Registration Number:</b>	4148691	ACEDS	
<b>Registration Number:</b>	4010618	ASSOCIATION OF CERTIFIED E-DISCOVERY SPE	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 4350060

**Fax Number:** 6175269899

*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:** 6175269628

**Email:** cslattery@proskauer.com

**Correspondent Name:** Christine Slattery

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** One International Place, 23rd Floor

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	54811 / 042
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	12/04/2017
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**Total Attachments: 5**

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*Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Trademark Security Agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement dated as of December 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Antares Capital LP, as the First Lien Agent, and The Northwestern Mutual Life Investment Company, as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.*

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of The Northwestern Mutual Life Insurance Company (“**Northwestern Mutual**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 1, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Northwestern Mutual, as Agent for the Lenders, and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BARBRI, INC.**  
as Grantor

By:   
Name: Daniel J. Wilson  
Title: Chief Financial Officer

**BARBRI ACQUISITION, INC.**  
as Grantor

By:   
Name: Daniel J. Wilson  
Title: Chief Financial Officer


[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006219 FRAME: 0073**

ACCEPTED AND AGREED  
as of the date first above written:

**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY,**  
as Agent

By: Northwestern Mutual Investment Management  
Company, LLC, its Investment Advisor

By:    
Name: Michael H. Leske  
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006219 FRAME: 0074**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

COMPANY	TRADEMARK	REG. NO.	REG. DATE
BarBri, Inc.	B logo	4350060	6/11/2013
BarBri, Inc.	BAR/BRI	1554642	9/5/1989
BarBri, Inc.	BAR/BRI	1184157	12/29/1981
BarBri, Inc.	BAR/BRI DIGEST	1559778	10/10/1989
BarBri, Inc.	BAR/BRI DIGEST	1563843	10/31/1989
BarBri, Inc.	BARPASSERS	1700910	7/14/1992
BarBri, Inc.	FL FACTS	2260223	7/13/1999
BarBri, Inc.	STUDYSMART	2021169	12/3/1996
BarBri, Inc.	ACFCS ASSOCIATION OF CERTIFIED FINANCIAL CRIME SPECIALISTS	4828815	10/6/15
BarBri, Inc.	ACEDS ASSOCIATION OF CERTIFIED E-DISCOVERY SPECIALISTS	4937715	4/12/16
BarBri, Inc.	BARBRI AMP	5220605	6/13/17
	BARBRI	4418553	10/15/13
BarBri Acquisition, Inc.	LAW PREVIEW	3970642	5/31/2011
BarBri Acquisition, Inc.	CONQUER LAW SCHOOL	3377558	2/5/2008
BarBri Acquisition, Inc.	ACEDS	4148691	5/29/12
BarBri Acquisition, Inc.	ASSOCIATION OF CERTIFIED E-DISCOVERY SPECIALISTS	4010618	8/9/11

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.