

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OnCourse Learning Corporation		12/21/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Crescent Direct Lending, LLC, as Agent
Street Address:	100 FEDERAL STREET, 31ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87336617	WOUNDS ON WATER
Registration Number:	4719720	SKIN IS IN
Registration Number:	3860423	WCEI
Registration Number:	3880738	CWCMS
Registration Number:	3786437	CERTIFIED WOUND CARE MARKET SPECIALIST
Registration Number:	5256326	IT'S WHAT I DO, WHAT I LOVE, WHO I AM
Registration Number:	5234206	WOUND CARE MINUTE
Registration Number:	4271919	WOUND CARE SWAGGER
Registration Number:	4014898	WILD ON WOUNDS
Registration Number:	4301756	WOW WILD ON WOUNDS
Registration Number:	3296964	WOUND CARE EDUCATION INSTITUTE

CORRESPONDENCE DATA

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

TRADEMARK

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 22283 / 021

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 12/21/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of December, 2017 by the undersigned "Grantor" (the "Grantor") in favor of **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of September 12, 2016 (as amended by that certain First Amendment to Credit Agreement dated as of September 22, 2016, as further amended by the Second Amendment dated as of May 31, 2017, as further amended by the Third Amendment dated as of October 4, 2017, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, OnCourse Learning Corporation, a Delaware corporation (the "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of September 12, 2016 among Grantee, the Borrower and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore) together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right,

title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

ONCOURSE LEARNING CORPORATION,
a Delaware corporation

By: 

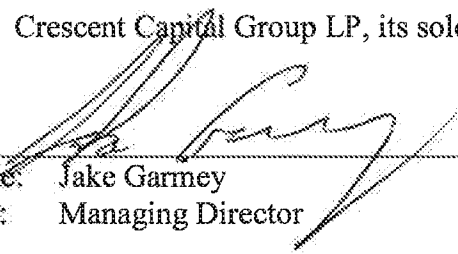
Name: Patrick Sheehan

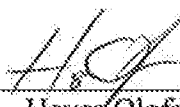
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:


CRESCENT DIRECT LENDING, LLC, as Agent

By: Crescent Capital Group LP, its sole member

By: 
Name: Jake Garney
Title: Managing Director

By: 
Name: Hayes Olofson
Title: Vice President

SCHEDULE A

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
WOUNDS ON WATER	USPTO	41	87336617 15-FEB-2017		WILD ON WOUNDS PRODUCTIONS, INC.	Published (Pending) Intent to Use
SKIN IS IN	USPTO	41	86370764 19-AUG-2014	4719720 14-APR-2015	WILD ON WOUNDS PRODUCTIONS, INC.	Registered
WCEI	USPTO	41	77950839 04-MAR-2010	3860423 12-OCT-2010	WOUND CARE EDUCATION INSTITUTE	Registered
CWCMS	USPTO	B	77705220 02-APR-2009	3880738 23-NOV-2010	WOUND CARE EDUCATION INSTITUTE INC	Registered Certification
CERTIFIED WOUND CARE MARKET SPECIALIST	USPTO	B	77762560 17-JUN-2009	3786437 04-MAY-2010	WOUND CARE EDUCATION INSTITUTE, INC	Registered Supplemental Register Certification
IT'S WHAT I DO, WHAT I LOVE, WHO I AM	USPTO	41	87298763 12-JAN-2017	5256326 01-AUG-2017	WOUND CARE EDUCATION INSTITUTE, INC.	Registered
WOUND CARE MINUTE	USPTO	41	87281765 27-DEC-2016	5234206 27-JUN-2017	WOUND CARE EDUCATION INSTITUTE, INC.	Registered Supplemental Register
WOUND CARE SWAGGER	USPTO	41	85630469 21-MAY-2012	4271919 08-JAN-2013	WOUND CARE EDUCATION INSTITUTE, INC.	Registered
WILD ON WOUNDS	USPTO	41	85091868 23-JUL-2010	4014898 23-AUG-2011	WOUND CARE EDUCATION INSTITUTE, INC.	Registered
WOW WILD ON WOUNDS	USPTO	41	85091911 23-JUL-2010	4301756 12-MAR-2013	WOUND CARE EDUCATION INSTITUTE, INC.	Registered
WOUND CARE EDUCATION INSTITUTE  WOUND CARE EDUCATION INSTITUTE	USPTO	41	77091162 25-JAN-2007	3296964 25-SEP-2007	WOUND CARE EDUCATION INSTITUTE, INC.	Renewed (Registered)