

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROMETRIC INC		01/29/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, as Collateral Agent
Street Address:	700 Prides Crossing, 2nd Fl
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	Public Limited Company: ENGLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2444585	DSST
Registration Number:	4122094	DSST
Registration Number:	4122095	DSST
Registration Number:	4122096	DSST
Registration Number:	4122097	DSST
Registration Number:	2697684	INTELITEST
Registration Number:	4570877	MY ITEM WRITER
Serial Number:	87652342	PROINSIGHTS
Registration Number:	2276211	PROMETRIC
Registration Number:	4084190	PROMETRIC
Registration Number:	4154299	PROMETRIC
Registration Number:	4168182	PROMETRIC
Registration Number:	4198709	PROMETRIC
Registration Number:	4084203	PROMETRIC
Registration Number:	4168191	PROMETRIC
Registration Number:	4179660	PROMETRIC
Registration Number:	4198741	PROMETRIC
Serial Number:	87644586	PROPROCTOR

CH \$540.00 2444585

Property Type	Number	Word Mark
Serial Number:	87652374	PROSCHEDULER
Registration Number:	4006567	TCFLOW
Registration Number:	4448691	TCSCORE

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	41733.04000
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/13/2018

Total Attachments: 7

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Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of January 29, 2018 (this “Agreement”), among PROMETRIC INC., a Delaware corporation (the “Grantor”), and BARCLAYS BANK PLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of January 29, 2018 (this “Agreement”), among PROMETRIC SUPERHOLDCO, INC., a Delaware corporation (“Holdings”), SARBACANE BIDCO, INC., a Delaware corporation (the “Initial Borrower”), to be merged with and into PROMETRIC HOLDINGS INC. (f/k/a ETS HOLDINGS INC.), a Delaware corporation (the “Company”), with the Company surviving the Merger as the “Borrower”, SARBACANE TOPCO, INC., a Delaware corporation (the “Parent Borrower” and, together with the Borrower, the “Borrowers”) and BARCLAYS BANK PLC, as Administrative Agent and as Collateral Agent, and (b) the Second Lien Collateral Agreement dated as of January 29, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Initial Borrower, the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(c) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under its Trademark, including the trademark registrations and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

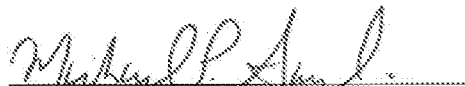
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROMETRIC INC., as Grantor

By:



Name: Michael Sawicki

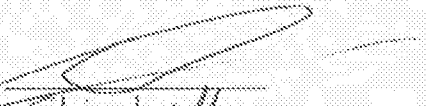
Title: General Counsel, Senior Vice President
and Secretary

BARCLAYS BANK PLC, as Collateral Agent,

By:

Name:





Title:


Chris Walton
Director

Schedule I

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
DSST	USA	76/058888 30-May-2000	2444585 17-APR-2001	Prometric Inc.
DSST and Design 	USA	77/508659 26-Jun-2008	4122094 03-Apr-2012	Prometric Inc.
DSST and Design 	USA	77/508660 26-Jun-2008	4122095 03-Apr-2012	Prometric Inc.
DSST and Design (Color) 	USA	77/508662 26-Jun-2008	4122096 03-Apr-2012	Prometric Inc.
DSST and Design (Color) 	USA	77/508665 26-Jun-2008	4122097 03-Apr-2012	Prometric Inc.
INTELITEST	USA	76/407784 14-May-2002	2697684 18-Mar-2003	Prometric Inc.
MY ITEM WRITER	USA	85/943255 28-May-2013	4570877 22-Jul-2014	Prometric Inc.
PROINSIGHTS	USA	87/652342 19-Oct-2017	—	Prometric Inc.
PROMETRIC	USA	74/597274 10-Nov-1994	2276211 07-Sep-1999	Prometric Inc.
PROMETRIC and Design 	USA	77/435469 31-Mar-2008	4084190 10-Jan-2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435466 31-Mar-2008	4154299 05-Jun-2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435467 31-Mar-2008	4168182 03-Jul-2012	Prometric Inc.
PROMETRIC and Design 	USA	77/435464 31-Mar-2008	4198709 28-Aug-2012	Prometric Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508648 26-Jun-2008	4084203 10-Jan-2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508646 26-Jun-2008	4168191 03-Jul-2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508643 26-Jun-2008	4179660 24-Jul-2012	Prometric Inc.
PROMETRIC and Design (Color) PROMETRIC 	USA	77/508657 26-Jun-2008	4198741 28-Aug-2012	Prometric Inc.
PROPROCTOR	USA	87/644586 13-Oct-2017	—	Prometric Inc.
PROSCHEDULER	USA	87/652374 19-Oct-2017	—	Prometric Inc.
TCFLOW	USA	77/627113 05-Dec-2008	4006567 02-Aug-2011	Prometric Inc.
TCSCORE	USA	85/692397 01-Aug-2012	4448691 10-Dec-2013	Prometric Inc.