

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM471064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iteachU.S., LLC		04/24/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as agent		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3215270	INSTRUCTNET	
Registration Number:	3491915	INTRUVIEW	
Registration Number:	3916944	ITEACH	
Registration Number:	3515180	ITEACH U.S.	
Registration Number:	4301525	ITEACHHAWAII	
Registration Number:	4002697	ITEACHLOUISIANA	
Registration Number:	5188005	ITEACHNEVADA	
Registration Number:	3837824	ITEACHPRESS	
Registration Number:	4088174	ITEACHTENNESSEE	
Registration Number:	3103762	ITEACHTEXAS	
Registration Number:	5219439	ITEACHWEST VIRGINIA	
Serial Number:	86934188	ITEACHARIZONA	
Serial Number:	86916913	ITEACHCALIFORNIA	
Serial Number:	86916954	ITEACHFLORIDA	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 3215270

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: jessica.davis@lockelord.com
Correspondent Name: Jessica Davis
Address Line 1: 2800 Financial Plaza
Address Line 2: Locke Lord LLP
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	1514439.00013
--------------------------------	---------------

NAME OF SUBMITTER:	Jessica Davis
---------------------------	---------------

SIGNATURE:	/JDavis/
-------------------	----------

DATE SIGNED:	04/24/2018
---------------------	------------

Total Attachments: 6

source=Crescent_Learners Edge - Trademark Security Agreement#page1.tif
source=Crescent_Learners Edge - Trademark Security Agreement#page2.tif
source=Crescent_Learners Edge - Trademark Security Agreement#page3.tif
source=Crescent_Learners Edge - Trademark Security Agreement#page4.tif
source=Crescent_Learners Edge - Trademark Security Agreement#page5.tif
source=Crescent_Learners Edge - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of April 24, 2018, by **ITEACHU.S., LLC**, a Texas limited liability company (“**Grantor**”), to and with **CRESCENT DIRECT LENDING, LLC**, a Delaware limited liability company, acting in the capacity as collateral agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the “**Agent**”).

RECITALS

A. Pursuant to the terms of that certain Revolving Credit and Term Loan Agreement dated as of September 9, 2016 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Learners Edge Holdco LLC (“**Parent**”), Learners Edge Intermediate LLC, a Delaware limited liability company, and Learners Edge, LLC, a Delaware limited liability company, iteachHawaii, L.L.C., a Texas limited liability company, iteachNevada, L.L.C., a Texas limited liability company, iteachCALIFORNIA, L.L.C., a Texas limited liability company, iteachLouisiana, L.L.C., a Texas limited liability company, iteachTennessee, L.L.C., a Texas limited liability company, iteachWestVirginia, L.L.C., a Texas limited liability company, iteachFlorida, L.L.C., a Texas limited liability company, iteachD.C., L.L.C., a Texas limited liability company, and iteachU.S., LLC, a Texas limited liability company (collectively, the “**Borrowers**”), the lenders from time to time party thereto (the “**Lenders**”), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

B. Grantor has executed and delivered to the Agent a certain Security Agreement dated as of September 9, 2016 (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “**Security Agreement**”) by and among Parent, the Borrowers and the Agent, pursuant to which the Grantor granted to the Agent a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent and the Lenders under the Credit Agreement and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of itself and the other lenders party to the Credit Agreement, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (the “**Collateral**”).

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. Incorporation by Reference. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control

5. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

GRANTOR:

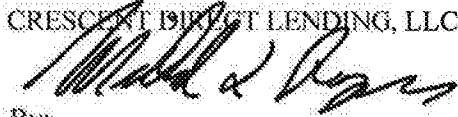
ITEACHU.S., LLC,
a Texas limited liability company

By: 
Name: Jeffery M. Farrero
Title: Secretary

(Trademark Security Agreement)

AGENT:

CRESCENT DIRECT LENDING, LLC



By: _____

Name:

Michael L. Rogers

Title:

Managing Director

By: _____

Name:



Jacob C. Hixon

Title:

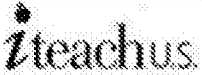
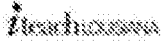
Vice President



(Trademark Security Agreement)

TRADEMARK
REEL: 006320 FRAME: 0024

EXHIBIT A

REGISTERED TRADEMARKS

Trademark	App. No./Reg. No.	Status	Owner
INSTRUCTNET	RN: 3,215,270 SN: 78/807,597	Registered March 6, 2007	iteachU.S., LLC
INTRUVIEW	RN: 3,491,915 SN: 77/363,340	Registered August 26, 2008	iteachU.S., LLC
ITEACH	RN: 3,916,944 SN: 85/071,952	Registered February 8, 2011	iteachU.S., LLC
ITEACH U.S. and Design 	RN: 3,515,180 SN: 77/311,781	Registered October 14, 2008	iteachU.S., LLC
ITEACHHAWAII	RN: 4,301,525 SN: 85/761,452	Registered March 12, 2013	iteachU.S., LLC
ITEACHLOUISIANA and Design 	RN: 4,002,697 SN: 77/307,006	Registered July 26, 2011	iteachU.S., LLC
ITEACHNEVADA	RN: 5,188,005 SN: 86/939,007	Registered April 18, 2017	iteachU.S., LLC
ITEACHPRESS	RN: 3,837,824 SN: 77/920,204	Registered August 24, 2010	iteachU.S., LLC
ITEACHTENNESSEE and Design 	RN: 4,088,174 SN: 77/306,100	Registered January 17, 2012	iteachU.S., LLC

Trademark	App. No./Reg. No.	Status	Owner
ITEACHTEXAS (Stylized)  TEXAS State Registration	RN: TX 800509976 AN: 78517048	TEXAS registry Registered June 23, 2005	iteachU.S., LLC
ITEACHTEXAS and Design 	RN: 3,103,762 SN: 78/653,164	Registered June 13, 2006	iteachU.S., LLC
ITEACHWEST VIRGINIA	RN: 5219439 SN: 86916894	Registered June 6, 2017	iteachU.S., LLC

TRADEMARK APPLICATIONS

Trademark	Application No.	Status	Owner
ITEACHARIZONA	SN: 86/934,188	Filed March 9, 2016	iteachU.S., LLC
ITEACHCALIFORNIA	SN: 86/916,913	Filed February 23, 2016	iteachU.S., LLC
ITEACHFLORIDA	SN: 86/916,954	Filed February 23, 2016	iteachU.S., LLC