

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMPUSLOGIC, INC.		06/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4135279	CAMPUSLOGIC	
Registration Number:	4966689	AWARDLETTER	
Registration Number:	4966714	STUDENTVERIFICATION	
Registration Number:	5018051	I MAKE FINANCIAL AID AWESOME.	
Registration Number:	5398397	CAMPUSMETRICS	
Registration Number:	5418198	CLEARCOST	
Serial Number:	86195797	STUDENTVERIFICATION.COM	
Serial Number:	87570449	STUDENTFORMS	
Serial Number:	87855815	SCHOLARSHIPUNIVERSE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$240.00 4135279

ATTORNEY DOCKET NUMBER:	F177343
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/01/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of June 1, 2018, is entered into by and between **CAMPUSLOGIC, INC.**, a Delaware corporation (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Assignee, the Grantor, , and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of the date hereof, among, the Grantor, the Assignee, the Lenders party thereto, and **SILICON VALLEY BANK**, as the Issuing Lender, the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee, for the ratable benefit of the Secured Parties, a Lien and a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith (other than intent-to-use applications), now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing subject to registration and referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided, however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark or service mark application under Federal law (including where a statement of use has not been filed with, and accepted by, the United States Patent and Trademark Office).

(b) Schedule A hereto contains a true and accurate list of all of the United States registrations and applications for registration of United States Federal Trademarks (excluding, for the avoidance of doubt, Internet domain names) owned by Grantor existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Upon the Discharge of Obligations, the Assignee shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing its security interest in the Trademarks acquired under this Agreement in form and substance reasonably satisfactory to the Assignee.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

5. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

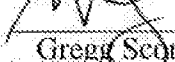
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CAMPUSLOGIC, INC.


By: 
Name: Gregg Scorsby
Title: CEO and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006340 FRAME: 0985

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Henry Wang
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006340 FRAME: 0986

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
CAMPUSLOGIC	85/412,652 09/01/2011	4,135,279 05/01/2012	Campuslogic, Inc.
studentverification.com	86/195,797 02/17/2014	N/A	CampusLogic, Inc.
AWARDLETTER	86/842,105 12/08/2015	4,966,689 05/24/2016	Campuslogic, Inc.
STUDENTVERIFICATION	86/856,131 12/21/2015	4,966,714 05/24/2016	Campuslogic, Inc.
I MAKE FINANCIAL AID AWESOME.	86/902,469 02/09/2016	5,018,051 08/09/2016	Campuslogic, Inc.
CAMPUSMETRICS	87/570,439 08/15/2017	5,398,397 02/06/2018	CampusLogic, Inc.
CLEARCOST	87/570,444 08/15/2017	5,418,198 03/06/2018	CampusLogic, Inc.

Trademark Applications

Trademark	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
STUDENTFORMS	87/570,449 08/15/2017	N/A	CampusLogic, Inc.
SCHOLARSHIPUNIVERSE	87/855,815 03/29/2018	N/A	CampusLogic, Inc.