

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2U, Inc.		05/22/2019	Corporation: DELAWARE
CritiqueIt, Inc.		05/22/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Ave., 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	77797959	MY TEACHER HERO	
Serial Number:	85759654	2U	
Serial Number:	85759707	2U	
Serial Number:	85833533	CERTIFICATION MAP	
Serial Number:	85833534	TEACHER CERTIFICATION MADE SIMPLE!	
Serial Number:	85833535	HOW TO MBA	
Serial Number:	86076821	BLT	
Serial Number:	86076824	BIDIRECTIONAL LEARNING TOOL	
Serial Number:	85874721	SEMESTER ONLINE	
Serial Number:	85874698	SEMESTER ONLINE	
Serial Number:	85820003	SEMESTER ONLINE	
Serial Number:	86162182	NO BACK ROW	
Serial Number:	86707880	TEACH.COM	
Serial Number:	86965700	CERTIFICATION MAP	
Serial Number:	86927133	CERTIFICATIONMAP.COM	
Serial Number:	87189086	2U	
Serial Number:	87406827	CENTRAL PARK	
Serial Number:	87210762	CRITIQUE IT	

CH \$465.00 77797959

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

ATTORNEY DOCKET NUMBER:	56013 / 028
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/23/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 22, 2019 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 22, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, 2U, Inc., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.


SECTION 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

2U, INC.

By: 
Name: Catherine A. Graham
Title: Chief Financial Officer

CRITIQUEIT, INC.

By: _____
Name: Mark J. Chernis
Title: President


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

PLEDGORS:

2U, INC.

By: _____
Name: Catherine A. Graham
Title: Chief Financial Officer

CRITIQUEIT, INC.

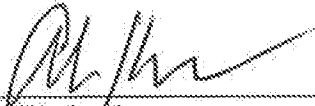
By:  _____
Name: Mark J. Chernis
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006652 FRAME: 0063

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Mark	Application Number
2U, INC. - (101701)	MY TEACHER HERO	77797959
2U, INC. - (101701)	2U	85759654
2U, INC. - (101701)	2U (STYLIZED)	85759707
2U, INC. - (101701)	CERTIFICATION MAP (& Design)	85833533
2U, INC. - (101701)	TEACHER CERTIFICATION MADE SIMPLE!	85833534
2U, INC. - (101701)	HOW TO MBA	85833535
2U, INC. - (101701)	BLT	86076821
2U, INC. - (101701)	BIDIRECTIONAL LEARNING TOOL	86076824
2U, INC.	SEMESTER ONLINE & DESIGN	85874721
2U, INC.	SEMESTER ONLINE & DESIGN	85874698
2U, INC.	SEMESTER ONLINE	85820003
2U, INC. - (101701)	NO BACK ROW	86162182
2U, INC. - (101701)	TEACH.COM	86707880
2U, INC. - (101701)	CERTIFICATION MAP (& design)	86965700
2U, INC. - (101701)	CERTIFICATIONMAP.COM	86927133
2U, INC. - (101701)	2U	87189086

United States Trademark Applications:

Owner	Mark	Application Number
2U, INC. - (101701)	CENTRAL PARK	87406827
CritiqueIt Inc.	CRITIQUE IT	87210762