

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532904

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Degreed, Inc.		05/31/2019	Corporation: DELAWARE
Pathgather, LLC		05/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC		
<b>Street Address:</b>	500 W. 5th Street, Suite 1100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85955696		
<b>Serial Number:</b>	85955622	DEGREED	
<b>Serial Number:</b>	86234396	FLEXED	
<b>Serial Number:</b>	86214231	PATHGATHER	
<b>Serial Number:</b>	88382035	DEGREED FOCUS	
<b>Serial Number:</b>	88368361	DEGREED LENS	
<b>Serial Number:</b>	88368342	DEGREED SKILL REVIEW	
<b>Serial Number:</b>	88368323	DEGREED SKILL CERTIFICATION	
<b>Serial Number:</b>	88368303	JAILBREAK THE DEGREE	
<b>Serial Number:</b>	88111462	SKILLS QUOTIENT	
<b>Serial Number:</b>	88476187	SKILLS GENOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>			
<b>Phone:</b>	619-699-2700		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		

CH \$290.00 85955696

TRADEMARK

**Address Line 1:** 401 B Street, Suite 1700  
**Address Line 4:** San Diego, CALIFORNIA 92101

**NAME OF SUBMITTER:** Matt Schwartz

**SIGNATURE:** /s/ Matt Schwartz

**DATE SIGNED:** 07/22/2019

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of May 31, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

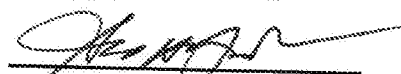
[SIGNATURE PAGES FOLLOW]

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

**DEGREED, INC.**

as Grantor

By:



Name: Scott Lindeman

Title: Chief Financial Officer

**PATHGATHER, LLC**

as Grantor

By:



Name: Scott Lindeman

Title: Chief Financial Officer

[Degreed, Inc. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006699 FRAME: 0319**

ACCEPTED AND AGREED  
as of the date first above written:


**AB PRIVATE CREDIT INVESTORS LLC,**  
as Collateral Agent

By:   
Name: Shishir Agrawal  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial Number	Registration No.	Registration Date
	85/955,696	4,542,179	June 3, 2014
DEGREED	85/955,622	4,542,177	June 3, 2014
FLEXED	86/234,396	5,218,828	June 6, 2017
PATHGATHER	86/214,231	4,734,094	May 12, 2015

2. TRADEMARK APPLICATIONS

Mark	Serial Number	Application Date
DEGREED FOCUS	88/382,035	April 11, 2019
DEGREED LENS	88/368,361	April 2, 2019
DEGREED SKILL REVIEW	88/368,342	April 2, 2019
DEGREED SKILL CERTIFICATION	88/368,323	April 2, 2019
JAILBREAK THE DEGREE	88/368,303	April 2, 2019
SKILLS QUOTIENT	88/111,462	September 10, 2018
SKILLS GENOME	88/476,187	June 17, 2019

3. IP LICENSES

None.