

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guggenheim Corporate Funding, LLC, as Collateral Agent		06/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC, Collateral Agent		
<b>Street Address:</b>	330 MADISON AVENUE, 11TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88129457	AVE	
<b>Registration Number:</b>	4801099	COLLEGE AVE	
<b>Registration Number:</b>	4801161	COLLEGE AVE STUDENT LOANS	
<b>Registration Number:</b>	5486809	COLLEGE AVENUE	
<b>Serial Number:</b>	88129452	MAJOR HELP, MINOR STRESS	
<b>Serial Number:</b>	88129442	SUCCESS REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	32155 / 006		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		

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<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	07/22/2019
<b>Total Attachments: 4</b> source=Trademark Security Agreement Agent Assignment#page1.tif source=Trademark Security Agreement Agent Assignment#page2.tif source=Trademark Security Agreement Agent Assignment#page3.tif source=Trademark Security Agreement Agent Assignment#page4.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of June 19, 2019, from Guggenheim Corporate Funding, LLC, as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the “Existing Agent”), to Guggenheim Credit Services, LLC, a Delaware limited liability company, as the successor Collateral Agent for the Secured Parties effective as of June 19, 2019 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 21, 2018 by the Grantors party thereto in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on January 3, 2019 at Reel 6516 Frame 0641 (the “Trademark Security Agreement”), the Grantors named therein, granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedules A hereto;

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedules A.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.
3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

GUGGENHEIM CORPORATE FUNDING, LLC

By:

  
Name: Kevin M. Robinson

Title: Attorney-in-Fact


[Signature Page to Assignment of Security Interest In Trademark Collateral]

**TRADEMARK**  
**REEL: 006699 FRAME: 0752**

Accepted and Agreed:

SUCCESSOR AGENT:



GUGGENHEIM CREDIT SERVICES, LLC

By: 

Name: Kevin M. Robinson

Title: Attorney-in-Fact

**Schedule A**

Trademark	Registration\Appl ication Number	Registration/Applicat ion Date
	88129457	September 24, 2018
COLLEGE AVE	4801099	August 25, 2015
	4801161	August 25, 2015
COLLEGE AVENUE	5486809	June 5, 2018
MAJOR HELP, MINOR STRESS	88129452	September 24, 2018
SUCCESS REWARDS	88129442	September 24, 2018