

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leg, Inc.		07/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of The Bank of Ireland		
Street Address:	680 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Liability Company: IRELAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4596109	A SHORT & HAPPY GUIDE	
Registration Number:	3625685	ACING SERIES	
Registration Number:	1233523	AMERICAN CASEBOOK SERIES	
Registration Number:	1273489	BLACK LETTER SERIES	
Registration Number:	4637282	BRIDGE TO PRACTICE SERIES	
Registration Number:	3217543	CONCEPTS AND INSIGHTS SERIES	
Registration Number:	2276183	EXAM PRO	
Registration Number:	1267928	FOUNDATION PRESS	
Registration Number:	2282775	GILBERT	
Registration Number:	2226053	GILBERT	
Registration Number:	4687660	GLOBAL ISSUES SERIES	
Registration Number:	4698622	HIGH COURT CASE SUMMARIES	
Registration Number:	1247659	HORNBOOK SERIES	
Registration Number:	1445132	IN A NUTSHELL	
Registration Number:	3589369	INTERACTIVE CASEBOOK SERIES	
Registration Number:	4694695	LAW STORIES	
Registration Number:	4535534	LEGALINES	
Registration Number:	1215788	NUTSHELL SERIES	
Registration Number:	2356056	TURNING POINT SERIES	

CH \$515.00 4596109

Property Type	Number	Word Mark
Registration Number:	1247070	UNIVERSITY CASEBOOK SERIES
CORRESPONDENCE DATA		
Fax Number:		
<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:	4155911000	
Email:	LMFIPTeam@winston.com	
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP	
Address Line 1:	101 California Street	
Address Line 4:	San Francisco, CALIFORNIA 94111	
NAME OF SUBMITTER:	Laura M. Franco	
SIGNATURE:	/Laura M. Franco/	
DATE SIGNED:	07/25/2019	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this July 25, 2019, by and among LEG, INC., a Delaware corporation (the “Grantor”), and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among LEH Midco, LLC, a Delaware limited liability company (“Parent”), Legal Education Holdings, Inc., a Delaware corporation (“Holdings”), the Grantor, as the Borrower, the other Guarantors from time to time party thereto (and together with Parent, Holdings and the Grantor, collectively, the “Loan Parties”), the Agent and the several financial institutions from time to time party thereto, as Lenders, (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of July 25, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications 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 applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GRANTOR:

LEG, INC.,
a Delaware corporation

By: _____


Name: Christopher Parton
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**THE GOVERNOR AND COMPANY OF
THE BANK OF IRELAND**

By: James Finn
Name: JAMES FINN
Title: DIRECTOR

By: Christopher L. Coaley
Name: Christopher L. Coaley
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
A Short and Happy Guide Series	86143062	12/13/2013	4596109	09/02/2014
Acing Series	77454708	04/22/2008	3625685	05/26/2009
American Casebook Series	73306241	04/17/1981	1233523	04/05/1983
Black Letter Series	73416875	03/11/1983	1273489	04/10/1984
Bridge to Practice Series	86259972	04/23/2014	4637282	11/11/2014
Concepts and Insights Series	78853237	04/04/2006	3217543	03/13/2007
Exam Pro	75566075	10/07/1998	2276183	09/07/1999
Foundation Press	73387718	09/24/1982	1267928	02/21/1984
Gilbert	75435010	02/17/1998	2282775	10/05/1999
Gilbert	75435009	02/17/1998	2226053	02/23/1999
Global Issues Series	86296089	05/30/2014	4687660	2/17/2015
High Court Case Summaries	86264132	04/28/2014	4698622	3/10/2015
Hornbook Series	73306281	04/17/1981	1247659	08/09/1983
In a Nutshell	73630753	11/17/1986	1445132	06/30/1987
Interactive Casebook Series	77447286	04/14/2008	3589369	03/10/2009
Law Stories	86246889	04/09/2014	4694695	03/03/2015
Legalines	85590862	04/06/2012	4535534	05/27/2014
Nutshell Series	73306242	04/17/1981	1215788	11/09/1982
Turning Point Series	75499238	05/27/1998	2356056	06/06/2000
University Casebook Series	73388353	09/24/1982	1247070	08/02/1983