

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Education Health, LLC		08/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Management LLC		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2312658	HEALTHOFFICE	
Registration Number:	2151957		
Registration Number:	2021571	HEALTHMASTER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0074		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/16/2019		
Total Attachments: 7			
source=Frontline Incremental - Trademark Security Agreement Executed#page1.tif			

CH \$90.00 2312658

source=Frontline Incremental - Trademark Security Agreement Executed#page2.tif
source=Frontline Incremental - Trademark Security Agreement Executed#page3.tif
source=Frontline Incremental - Trademark Security Agreement Executed#page4.tif
source=Frontline Incremental - Trademark Security Agreement Executed#page5.tif
source=Frontline Incremental - Trademark Security Agreement Executed#page6.tif
source=Frontline Incremental - Trademark Security Agreement Executed#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of August 15, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of ARES CAPITAL MANAGEMENT LLC, a Delaware limited liability company (“*Ares*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) FRONTLINE TECHNOLOGIES HOLDINGS, LLC, a Delaware limited liability company (“*Buyer*”), as a Borrower, (ii) PROJECT DUBLIN MERGER SUB, LLC, a Delaware limited liability company (“*Merger Sub*” or the “*Initial Borrower*”), (iii) FRONTLINE TECHNOLOGIES BLOCKER BUYER, INC., a Delaware corporation (“*Blocker Buyer*”), (iv) FRONTLINE TECHNOLOGIES GROUP HOLDING LLC, a Delaware limited liability company (“*Target*”, and following the Merger as successor to Merger Sub by operation of law and following the Borrower Assumption, together with the Initial Borrower, Blocker Buyer and each other Person party hereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*”, and each a “*Borrower*”), (v) FRONTLINE TECHNOLOGIES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), the direct or indirect parent of (x) prior to the Merger, Buyer, Merger Sub and Blocker Buyer, and (y) following the Merger, Buyer, Target and Blocker Buyer, as a Guarantor, (vi) Subsidiaries of Parent signatory thereto as guarantors or thereafter designated as Guarantors, (vii) the lenders from time to time party hereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (viii) Ares, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”) and as Collateral Agent (together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered or otherwise become a party to the Security Pledge Agreement, dated as of September 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

- SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

- SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

- SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

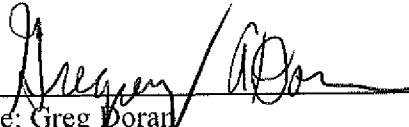
- SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

- SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

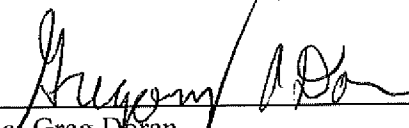
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EDOCTRINA CORP., as a Grantor

By: 
Name: Greg Doran
Title: Chief Financial Officer

SOFTWARE ANSWERS, LLC, as a Grantor

By: 
Name: Greg Doran
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006722 FRAME: 0279

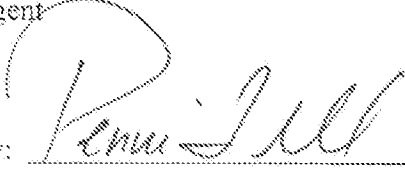
EDUCATION HEALTH, LLC, a Delaware
limited liability company, as a Grantor

By: 
Name: Greg Doran
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006722 FRAME: 0280

ARES CAPITAL CORPORATION, as Collateral
Agent

By: 


Name: Penni Roll

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
BEHAVE	86740728 8/28/2015	5046802 9/20/2016	Registered	Edoctrina Corp.
BEHAVE	86978660 8/28/2015	5013066 8/2/2016	Registered	Edoctrina Corp.
EDOCTRINA	77396129 2/13/2008	3597398 3/31/2009	Registered	Edoctrina Corp.
PD30	86740686 8/28/2015	4959439 5/17/2016	Registered	Edoctrina Corp.
SOLE	86740718 8/28/2015	5042685 9/13/2016	Registered	Edoctrina Corp.
SOLE	86978557 8/28/2015	5162746 3/14/2017	Registered	Edoctrina Corp.
HEALTHOFFICE	75540378 8/21/1998	2312658 1/25/200	Registered	Education Health, LLC
Design Only 	75199717 11/18/1996	2151957 4/21/1998	Registered	Education Health, LLC
HEALTHMASTER	74446048 10/12/1993	2021571 12/10/1996	Registered	Education Health, LLC
PROGRESSBOOK	85222827 1/21/2011	4110997 3/13/2012	Registered	Software Answers, LLC