

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540397

<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>
Civitas Learning, Inc.		03/01/2019	Corporation: DELAWARE
Advisestream, LLC		03/01/2019	Limited Liability Company: DELAWARE
College Scheduler LLC		03/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4926740	ADVISESTREAM	
<b>Registration Number:</b>	4548241	C C I V I T A S L E A R N I N G	
<b>Registration Number:</b>	4548242	CIVITAS LEARNING	
<b>Registration Number:</b>	5238135	CLEARSCHOLAR	
<b>Registration Number:</b>	5076427	COLLEGE SCHEDULER	
<b>Serial Number:</b>	88121564	COLLEGE SCHEDULER BY CIVITAS LEARNING	
<b>Registration Number:</b>	4722930	DEGREE MAP	
<b>Registration Number:</b>	5556512	EXPLORE	
<b>Registration Number:</b>	4712964	IGNITE	
<b>Registration Number:</b>	4712337	ILLUME	
<b>Registration Number:</b>	5083397	INSPIRATION SCIENCE	
<b>Registration Number:</b>	4712336	INSPIRE	
<b>Registration Number:</b>	4507878	LEARNING TOGETHER	
<b>Registration Number:</b>	5571741	NUDGE HUB	
<b>Registration Number:</b>	5202010	STUDENT INSIGHTS ENGINE	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 2155695619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** One Logan Square**Address Line 2:** 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-19005
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	09/11/2019

**Total Attachments: 6**source=BRMATTERS(117965527)\_BRMATTERS(1)\_Trademark Security Agreement (PNC-Civitas)  
[EXECUTED]#page1.tifsource=BRMATTERS(117965527)\_BRMATTERS(1)\_Trademark Security Agreement (PNC-Civitas)  
[EXECUTED]#page2.tifsource=BRMATTERS(117965527)\_BRMATTERS(1)\_Trademark Security Agreement (PNC-Civitas)  
[EXECUTED]#page3.tifsource=BRMATTERS(117965527)\_BRMATTERS(1)\_Trademark Security Agreement (PNC-Civitas)  
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[EXECUTED]#page5.tifsource=BRMATTERS(117965527)\_BRMATTERS(1)\_Trademark Security Agreement (PNC-Civitas)  
[EXECUTED]#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of March 1, 2019 is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and PNC BANK, NATIONAL ASSOCIATION (the “*Assignee*”), as Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing, and (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; provided, that no United States intent-to-use trademark or service mark application shall be included in the

Trademarks 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 or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

## 4. Counterparts

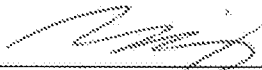
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

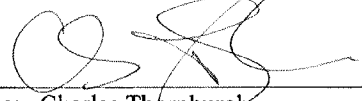
By:   
Name: Naish Panjwani  
Title: Vice President

**GRANTORS:**

**CIVITAS LEARNING, INC.,**  
a Delaware corporation



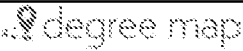
By:   
Name: Charles Thornburgh  
Title: Chief Executive Officer

**ADVISESTREAM, LLC,**  
a Delaware limited liability company

By:   
Name: Charles Thornburgh  
Title: Chief Executive Officer

## Schedule A to TRADEMARK SECURITY AGREEMENT

## Registered Trademarks and Trademark Applications

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
ADVISESTREAM	Civitas Learning, Inc.	USA	4926740	03/29/2016
 C CIVITAS LEARNING & DESIGN	Civitas Learning, Inc.	USA	4548241	06/10/2014
CIVITAS LEARNING	Civitas Learning, Inc.	USA	4548242	06/10/2014
CLEARSCHOLAR	Civitas Learning, Inc.	USA	5238135	07/04/2017
COLLEGE SCHEDULER	Civitas Learning, Inc.	USA	5076427	11/08/2016
 COLLEGE SCHEDULER BY CIVITAS LEARNING & DESIGN	Civitas Learning, Inc.	USA	(88121564)	(09/18/2018)
 DEGREE MAP & DESIGN	Civitas Learning, Inc.	USA	4722930	04/21/2015
EXPLORE	Civitas Learning, Inc.	USA	5556512	09/04/2018
IGNITE	Civitas Learning, Inc.	USA	4712964	03/31/2015

Mark Name	Owner	Country	Registration Number (App. No.)	Registration Date (App. Date)
ILLUME	Civitas Learning, Inc.	USA	4712337	03/31/2015
INSPIRATION SCIENCE	Civitas Learning, Inc.	USA	5083397	11/15/2016
INSPIRE	Civitas Learning, Inc.	USA	4712336	03/31/2015
LEARNING TOGETHER	Civitas Learning, Inc.	USA	4507878	04/01/2014
NUDGE HUB	Civitas Learning, Inc.	USA	5571741	09/25/2018
STUDENT INSIGHTS ENGINE (in Supplemental Register)	Civitas Learning, Inc.	USA	5202010	05/09/2017