

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EducationDynamics, LLC		11/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as Collateral Agent		
Street Address:	One Station Place		
Internal Address:	Fifth Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 65			
Property Type	Number	Word Mark	
Registration Number:	4577436	+U	
Registration Number:	4818758	MYROE	
Registration Number:	4823747	UNIGO GO. FIND. YOU.	
Registration Number:	5013168	AXXISS	
Registration Number:	2566409	GRADSCHOOLS.COM	
Registration Number:	2511470	STUDYABROAD.COM	
Registration Number:	2470525	ELEARNERS	
Registration Number:	2537155	ELEARNERS.COM	
Registration Number:	4367336	ABSOLUTE ADMIT	
Registration Number:	4499061	EDUCATIONPLUS	
Registration Number:	4577400	RETURN ON EDUCATION	
Registration Number:	4577401	RETURN ON EDUCATION	
Registration Number:	4577402	RETURN ON EDUCATION	
Registration Number:	4577435	+U	
Registration Number:	4577437	+U	
Registration Number:	4606980	PREPTALK	
Registration Number:	4573743	+U	
Registration Number:	4577606	+U	
TRADEMARK			

CH \$1640.00 4577436

Property Type	Number	Word Mark
Registration Number:	4577607	+U
Registration Number:	4732766	MYROE
Registration Number:	4732767	MYROE
Registration Number:	4597358	
Registration Number:	4765807	GLASSPANEL
Registration Number:	4823406	URGE
Registration Number:	4823460	
Registration Number:	4823549	UNIGO
Registration Number:	4823552	UNIGO
Registration Number:	4823553	UNIGO
Registration Number:	4823554	UNIGO GROUP
Registration Number:	4823555	UNIGO GROUP
Registration Number:	4823556	UNIGO GROUP
Registration Number:	4823557	UNIGO GROUP
Registration Number:	4819425	UNIGO CONNECT
Registration Number:	4823735	GO. FIND. YOU.
Registration Number:	4823736	GO. FIND. YOU.
Registration Number:	4823737	GO. FIND. YOU.
Registration Number:	4823738	GO. FIND. YOU.
Registration Number:	4823739	UNIGO
Registration Number:	4823740	UNIGO
Registration Number:	4823741	UNIGO
Registration Number:	4823742	UNIGO
Registration Number:	4823743	UNIGO
Registration Number:	4823744	UNIGO
Registration Number:	4823745	UNIGO
Registration Number:	4823746	UNIGO
Registration Number:	4823748	UNIGO GO. FIND. YOU.
Registration Number:	4823749	UNIGO GO. FIND. YOU.
Registration Number:	4823750	UNIGO GO. FIND. YOU.
Registration Number:	3885997	STUDYABROAD.COM
Registration Number:	4166082	CHRISTIANEDUCATION.COM
Registration Number:	3323365	EDUCATION CONNECTION
Registration Number:	3609563	EDUCATIONDYNAMICS
Registration Number:	3548040	UNIGO
Registration Number:	3665734	PROJECT WORKING MOM
Registration Number:	3564594	EARNMYDEGREE.COM
Registration Number:	3851655	EDUCATIONDYNAMICS ELEARNING INDEX

Property Type	Number	Word Mark
Registration Number:	4091285	EDUCATIONDYNAMICS ELEARNING INDEX
Registration Number:	4035590	FIND. ENROLL. RETAIN.
Registration Number:	3986867	STUDYABROAD.COM
Registration Number:	4042882	STUDYABROAD.COM
Registration Number:	3996649	TEST DRIVE GRAD SCHOOL ONLINE
Registration Number:	3996650	TEST DRIVE COLLEGE ONLINE
Registration Number:	4205734	CHRISTIANEDUCATION.COM
Registration Number:	4404328	LIQUID EDUCATION
Registration Number:	4504756	LIQUID EDUCATION

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/09/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 26th day of November, 2019, by and among EDUCATIONDYNAMICS, LLC and EDDY LLC (each a “Grantor” and collectively the “Grantors”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, “the Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EDUCATIONDYNAMICS, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantors are required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of November 26, 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 Grantors are required to execute and deliver to the Collateral Agent 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, each 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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of each Grantor’s trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor’s business symbolized by the foregoing and connected therewith and (vi) all of each Grantor’s rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

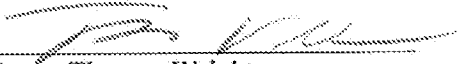
6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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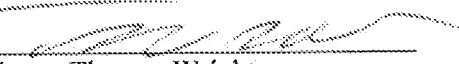
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

EDDY LLC

By: 
Name: Thomas Wright
Title: Vice President, CFO and Treasurer

EDUCATIONDYNAMICS, LLC

By: 
Name: Thomas Wright
Title: Vice President, CFO and Treasurer

**ACCEPTED AND
ACKNOWLEDGED BY:**

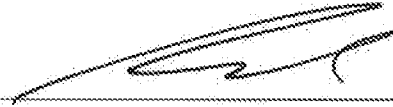
**WHITEHORSE CAPITAL MANAGEMENT, LLC, as
the Collateral Agent**

By: _____

Name:

Title: Richard Siegel

Authorized Signatory



SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Serial #	Registration Number	PTO Status	PTO Status Date	Owner	Mark Type	Registration Date
UNIGO GO. FIND. YOU.	United States	86/412,33	4,823,747	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
+U	United States	86/029,241	4,577,436	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
MYROE	United States	86/185,575	4,818,758	Registered	09/22/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/22/2015
UNIGO GO. FIND. YOU.	United States	86/412,333	4,823,747	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
AXXISS	United States	85/763,692	5,013,168	Registered	08/02/2016	EducationDynamics, LLC	Service Mark	08/02/2016
GRADSCHOOLS.COM	United States	75/676,805	2,566,409	Registered And Renewed	05/17/2012	EDUCATIONDYNAMI CS, LLC	Service Mark	05/07/2002
STUDYABROAD.COM	United States	75/676,968	2,511,470	Registered And Renewed	09/21/2011	EDUCATIONDYNAMI CS, LLC	Service Mark	11/27/2001
ELEARNERS	United States	75/830,170	2,470,525	Registered And Renewed	04/08/2011	EDUCATIONDYNAMI CS, LLC	Service Mark	07/17/2001
ELEARNERS.COM	United States	75/830,171	2,537,155	Registered And Renewed	04/08/2011	EDUCATIONDYNAMI CS, LLC	Service Mark	02/05/2002
ABSOLUTE ADMIT	United States	85/746,129	4,367,336	Registered	07/16/2013	EDUCATIONDYNAMI CS, LLC	Service Mark	07/16/2013
EDUCATIONPLUS	United States	85/767,468	4,499,061	Registered	03/18/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	03/18/2014
RETURN ON EDUCATION	United States	86/017,941	4,577,400	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014

Mark	Country	Serial #	Registrati on Number	PTO Status	PTO Status Date	Owner	Mark Type	Registrati on Date
RETURN ON EDUCATION	United States	86/017,971	4,577,401	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
RETURN ON EDUCATION	United States	86/017,997	4,577,402	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
+U	United States	86/029,214	4,577,435	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
+U	United States	86/029,241	4,577,436	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
+U	United States	86/029,254	4,577,437	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
PREPTALK	United States	86/031,600	4,606,980	Registered	09/16/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	09/16/2014
+U	United States	86/083,391	4,573,743	Registered	07/22/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/22/2014
+U	United States	86/083,401	4,577,606	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
+U	United States	86/083,409	4,577,607	Registered	07/29/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	07/29/2014
MYROE	United States	86/185,575	4,818,758	Registered	09/22/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/22/2015
MYROE	United States	86/185,589	4,732,766	Registered	05/05/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	05/05/2015
MYROE	United States	86/185,598	4,732,767	Registered	05/05/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	05/05/2015
	United States	86/263,072	4,597,358	Registered	09/02/2014	EDUCATIONDYNAMI CS, LLC	Service Mark	09/02/2014
GLASSPANEL	United States	86/293,181	4,765,807	Registered	06/30/2015	EducationDynamics, LLC	Service Mark	06/30/2015
URGE	United States	86/333,863	4,823,406	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Tradema rk	09/29/2015
	United States	86/340,561	4,823,460	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Tradema rk	09/29/2015
UNIGO	United States	86/355,496	4,823,549	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/355,521	4,823,552	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015

Mark	Country	Serial #	Registrar on Number	PTO Status	PTO Status Date	Owner	Mark Type	Registrar on Date
UNIGO	United States	86/355,528	4,823,553	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO GROUP	United States	86/355,533	4,823,554	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO GROUP	United States	86/355,540	4,823,555	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO GROUP	United States	86/355,543	4,823,556	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO GROUP	United States	86/355,547	4,823,557	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO CONNECT	United States	86/355,549	4,819,425	Registered	09/22/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/22/2015
GO. FIND. YOU.	United States	86/412,225	4,823,735	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
GO. FIND. YOU.	United States	86/412,240	4,823,736	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
GO. FIND. YOU.	United States	86/412,253	4,823,737	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
GO. FIND. YOU.	United States	86/412,260	4,823,738	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,279	4,823,739	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,285	4,823,740	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,209	4,823,741	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,215	4,823,742	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,218	4,823,743	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,224	4,823,744	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,228	4,823,745	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015
UNIGO	United States	86/412,232	4,823,746	Registered	09/29/2015	EDUCATIONDYNAMI CS, LLC	Service Mark	09/29/2015

Mark	Country	Serial #	Registration Number	PTO Status	PTO Status Date	Owner	Mark Type	Registration Date
UNIGO GO. FIND. YOU.	United States	86/412,338	4,823,748	Registered	09/29/2015	EDUCATIONDYNAMICS, LLC	Service Mark	09/29/2015
UNIGO GO. FIND. YOU.	United States	86/412,345	4,823,749	Registered	09/29/2015	EDUCATIONDYNAMICS, LLC	Service Mark	09/29/2015
UNIGO GO. FIND. YOU.	United States	86/412,350	4,823,750	Registered	09/29/2015	EDUCATIONDYNAMICS, LLC	Service Mark	09/29/2015
STUDYABROAD.COM	United States	85/017,142	3,885,997	Section 8 & 15 - Accepted and Acknowledged	03/24/2016	EducationDynamics, LLC	Service Mark	12/07/2010
CHRISTIANEDUCATION.COM	United States	85/535,849	4,166,082	Section 8 - Accepted	10/20/2017	EducationDynamics, LLC	Service Mark	06/26/2012
EDUCATION CONNECTION	United States	77/107,661	3,323,365	Registered And Renewed	01/10/2017	EDUCATIONDYNAMICS, LLC	Service Mark	10/30/2007
EDUCATIONDYNAMICS	United States	77/290,132	3,609,563	Registered And Renewed	05/10/2019	EDUCATIONDYNAMICS, LLC	Service Mark	04/21/2009
UNIGO	United States	77/373,831	3,548,040	Registered And Renewed	01/03/2019	EDUCATIONDYNAMICS, LLC	Service Mark	12/16/2008
PROJECT WORKING MOM	United States	77/503,246	3,665,734	Registered And Renewed	11/09/2018	EducationDynamics, LLC	Service Mark	08/11/2009
EARNMYDEGREE.COM	United States	77/514,012	3,564,594	Registered And Renewed	04/10/2018	EducationDynamics, LLC	Service Mark	01/20/2009
EDUCATIONDYNAMICS EARNING INDEX	United States	77/978,550	3,851,655	Section 8 & 15 - Accepted and Acknowledged	09/01/2016	EducationDynamics, LLC	Trademark	09/21/2010

Mark	Country	Serial #	Registration Number	PTO Status	PTO Status Date	Owner	Mark Type	Registration Date
EDUCATIONDYNAMICS ELEARNING INDEX	United States	77/503,257	4,091,285	Section 8 & 15 - Accepted and Acknowledged	02/05/2018	EducationDynamics, LLC	Service Mark	01/24/2012
FIND. ENROLL. RETAIN.	United States	77/900,752	4,035,590	Partial Section 8 - Accepted	10/30/2017	EducationDynamics, LLC	Service Mark	10/04/2011
STUDYABROAD.COM	United States	85/019,101	3,986,867	Section 8 & 15 - Accepted and Acknowledged	01/06/2017	EducationDynamics, LLC	Service Mark	06/28/2011
STUDYABROAD.COM	United States	85/019,110	4,042,882	Section 8 - Accepted	11/25/2017	EducationDynamics, LLC	Service Mark	10/18/2011
TEST DRIVE GRAD SCHOOL ONLINE	United States	85/155,179	3,996,649	Section 8 - Accepted	08/28/2017	EducationDynamics, LLC	Service Mark	07/19/2011
TEST DRIVE COLLEGE ONLINE	United States	85/155,190	3,996,650	Section 8 - Accepted	08/28/2017	EducationDynamics, LLC	Service Mark	07/19/2011
CHRISTIANEDUCATION.COM	United States	85/535,872	4,205,734	Section 8 & 15 - Accepted and Acknowledged	10/11/2017	EducationDynamics, LLC	Service Mark	09/11/2012
LIQUID EDUCATION	United States		4,404,328			Target Marketing, Inc.		09/17/2013
LIQUID EDUCATION and Design	United States		4,504,756			Target Marketing, Inc.		04/01/2014