

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Academic Partnerships, LLC		12/12/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMP Agency Services, LLC		
<b>Street Address:</b>	21 Custom House Street, 10th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5174696	ACADEMIC PARTNERSHIPS	
<b>Registration Number:</b>	5194124	AP ACADEMIC PARTNERSHIPS	
<b>Registration Number:</b>	4646768	U SCHOLAR	
<b>Registration Number:</b>	4472645	ACADEMIC PARTNERSHIPS	
<b>Registration Number:</b>	5896237	DATA RAVEN	
<b>Serial Number:</b>	87897342	AP HIGHEREDGE	
<b>Serial Number:</b>	87897353	AP HIGHEREDGE	
<b>Serial Number:</b>	87897373	AP MARKETINGEDGE	
<b>Serial Number:</b>	87897402	AP HEALTHCAREEDGE	
<b>Serial Number:</b>	87897390	AP MARKETINGEDGE	
<b>Serial Number:</b>	87897414	AP HEALTHCAREEDGE	
<b>Serial Number:</b>	86927941	ACADEMIC PARTNERSHIPS INTERNATIONAL	
<b>Serial Number:</b>	86927957	AP OPEN NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>TRADEMARK</b>			

OP \$340.00 5174696

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 12/12/2019

**Total Attachments: 6**

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the Intercreditor Agreement referred to below) pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Truist Bank, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of December 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among TVG-Academic Partnerships Acquisition Corp., TVG-Academic Partnerships Intermediate, LLC, and effective upon the consummation of, and after giving effect to, the Acquisition and the Closing Date assignment and assumption, Academic Partnerships, LLC, the lenders from time to time party thereto and Truist Bank, as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of December 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Truist Bank, as First Lien Collateral Agent, FMP Agency Services, LLC, as Second Lien Collateral Agent, TVG-Academic Partnerships Acquisition Corp., TVG-Academic Partnerships Intermediate, LLC, and effective upon the consummation of, and after giving effect to, the Acquisition and the Closing Date assignment and assumption, Academic Partnerships, LLC, and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2019 (this “Agreement”), among ACADEMIC PARTNERSHIPS, LLC (the “Grantor”) and FMP AGENCY SERVICES, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Note Purchase Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Note Purchase Agreement”), among TVG-ACADEMIC PARTNERSHIPS ACQUISITION CORP., a Delaware corporation (“Holdings”), TVG-ACADEMIC PARTNERSHIPS INTERMEDIATE, LLC, a Delaware limited liability company (to be merged with ACADEMIC PARTNERSHIPS, LLC, a Delaware limited liability company) (the “Issuer”), the other GRANTORS from time to time party thereto, the Purchasers from time to time party thereto, the Collateral Agent, and the other parties thereto, and (b) the Collateral Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Issuer, the other grantors from time to time party thereto and the Collateral Agent. The Noteholders have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase additional Notes and as consideration for Notes previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Note Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

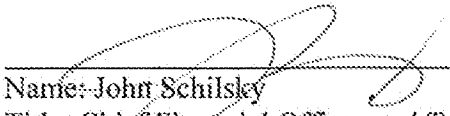
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder, including (but not limited to) the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ACADEMIC PARTNERSHIPS, LLC, as  
Grantor**

By   
Name: John Schilsley  
Title: Chief Financial Officer and Treasurer

*[Signature Page to Second Lien Trademark Security Agreement]*

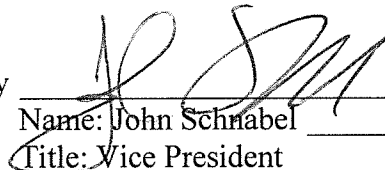
**TRADEMARK  
REEL: 006814 FRAME: 0813**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

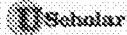

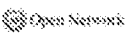
**ACADEMIC PARTNERSHIPS, LLC, as  
Grantor**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FMP AGENCY SERVICES, LLC, as  
Collateral Agent**

By  \_\_\_\_\_  
Name: John Schnabel \_\_\_\_\_  
Title: Vice President \_\_\_\_\_

Schedule I

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ACADEMIC PARTNERSHIPS, LLC	ACADEMIC PARTNERSHIPS	86927883	03-MAR-2016	5174696	04-APR-2017
ACADEMIC PARTNERSHIPS, LLC	AP ACADEMIC PARTNERSHIPS	86927902	03-MAR-2016	5194124	02-MAY-2017
ACADEMIC PARTNERSHIPS, LLC	U SCHOLAR and Design 	76712626	15-OCT-2012	4646768	25-NOV-2014
ACADEMIC PARTNERSHIPS, LLC	ACADEMIC PARTNERSHIPS	76710943	16-MAR-2012	4472645	21-JAN-2014
ACADEMIC PARTNERSHIPS, LLC	DATA RAVEN	88396488	22-APR-2019	5896237	29-OCT-2019
ACADEMIC PARTNERSHIPS, LLC	AP HIGHEREDGE	87897342	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	AP HIGHEREDGE	87897353	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	AP MARKETINGEDGE	87897373	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	AP HEALTHCAREEDGE	87897402	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	AP MARKETINGEDGE	87897390	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	AP HEALTHCAREEDGE	87897414	27-APR-2018		
ACADEMIC PARTNERSHIPS, LLC	ACADEMIC PARTNERSHIPS INTERNATIONAL and Design 	86927941	03-MAR-2016		
ACADEMIC PARTNERSHIPS, LLC	AP OPEN NETWORK and Design 	86927957	03-MAR-2016		