

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM553399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark 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>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street, N.E., 25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<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>			
<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>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>TRADEMARK</b>			

CH \$340.00 5174696

**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1135397-0118-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 12/16/2019

**Total Attachments: 5**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2019 (this "Agreement"), among ACADEMIC PARTNERSHIPS, LLC (the "Grantor") and TRUIST BANK, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit 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 "Borrower"), the other GRANTORS from time to time party thereto and TRUIST BANK, as the administrative agent, 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 Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit 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 Loan 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.

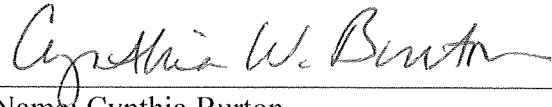
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

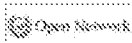
**ACADEMIC PARTNERSHIPS, LLC, as  
Grantor**

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

**TRUIST BANK**, as Collateral Agent

By:   
Name: Cynthia Burton  
Title: Director

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	AOPEN NETWORK and Design 	86927957	03-MAR-2016		