

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIAISON INTERNATIONAL LLC		12/20/2019	Limited Liability Company: DELAWARE
ACADEMIC SOFTWARE PLUS, LLC		12/20/2019	Limited Liability Company: MASSACHUSETTS
SLIDEROOM TECHNOLOGIES, INC.		12/20/2019	Corporation: DELAWARE
TIME2TRACK HOLDINGS LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	11 Madison Avenue		
Internal Address:	9thFloor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4111055	CAS	
Registration Number:	4019332	CLINICEVAL	
Registration Number:	4019548	GRADMIT	
Registration Number:	4019331	WEBADMIT	
Registration Number:	4374429	EACCREDITATION	
Registration Number:	4563458	UNICAS	
Registration Number:	4669973	SLIDEROOM	
Registration Number:	3856154	SLIDEROOM	
Registration Number:	4669972		
Registration Number:	3209139	TIME2TRACK	
CORRESPONDENCE DATA			
Fax Number:	2127352000		

CH \$265.00 4111055

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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2882
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NAME OF SUBMITTER:	Kendall Ickes
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SIGNATURE:	/kendall ickes/
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DATE SIGNED:	12/20/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019 (this “Agreement”), among LIAISON INTERNATIONAL LLC, a Delaware limited liability company, ACADEMIC SOFTWARE PLUS, LLC, a Massachusetts limited liability company, SLIDEROOM TECHNOLOGIES, INC., a Delaware corporation, and TIME2TRACK HOLDINGS LLC, a Delaware limited liability company, each with a principal address at 311 Arsenal Street, Suite 15, Watertown, MA 02472 (individually, each a “Grantor,” and, collectively, the “Grantors”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, with a principal address at 11 Madison Avenue, 9th Floor, New York, NY 10010, as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LIGH PARENT, LLC, a Delaware limited liability company (“Holdings”), LI GROUP HOLDINGS, INC., a Delaware corporation (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented 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. Each 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. For purposes of this Agreement, “Trademarks” shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all reissues, continuations, extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement 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 filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Collateral Agent pursuant to the Collateral Agreement. Each 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. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than (A) 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 and (B) Secured Swap Obligations and Secured Cash Management Obligations), 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 6. 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 (including by .PDF) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement 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.

LIAISON INTERNATIONAL LLC, as Grantor

By _____
Name: James W. Pluntze
Title: Chief Financial Officer, Treasurer and Secretary

ACADEMIC SOFTWARE PLUS, LLC, as Grantor

By _____
Name: James W. Pluntze
Title: Chief Financial Officer, Treasurer and Secretary

SLIDEROOM TECHNOLOGIES, INC., as Grantor

By _____
Name: James W. Pluntze
Title: Chief Financial Officer, Treasurer and Secretary

TIME2TRACK HOLDINGS LLC, as Grantor

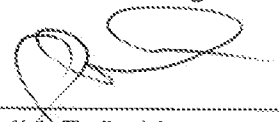
By _____
Name: James W. Pluntze
Title: Chief Financial Officer, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006823 FRAME: 0750**

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By



Name: Judith E. Smith

Title: Authorized Signatory

By



Name: Brady Bingham

Title: Authorized Signatory

Schedule I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Trademark & Design	Serial No.	Filing Date	Registration No.	Registration Date	Registered Owner
CAS	85235785	February 7, 2011	4111055	March 13, 2012	Liaison International LLC
CLINCEVAL	85235777	February 2, 2011	4019332	August 30, 2011	Academic Software Plus, LLC
GRADMIT	85240506	February 11, 2011	4019548	August 30, 2011	Academic Software Plus, LLC
WEBADMIT	85235776	February 7, 2011	4019331	August 30, 2011	Academic Software Plus, LLC
EACCREDITATION 	85450072	October 18, 2011	4374429	July 30, 2013	Liaison International LLC
UNICAS	86118795	November 14, 2013	4563458	July 8, 2014	Liaison International LLC
SLIDEROOM	86151047	December 23, 2013	4669973	January 13, 2015	Slideroom Technologies, Inc.
SLIDEROOM 	77931819	February 9, 2010	3856154	October 5, 2010	Slideroom Technologies, Inc.
	86151034	December 23, 2013	4669972	January 13, 2015	Slideroom Technologies, Inc.
TIME2TRACK 	78873814	May 1, 2006	3209139	February 13, 2007	Time2track Holdings LLC

Applications:

None.
1264154.02-NYCSR01A - MSW