

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HONDROS LEARNING, LLC		12/23/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC		
Street Address:	100 FEDERAL STREET		
Internal Address:	31ST FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5337357	LEARN MORTGAGE	
Registration Number:	2779548	FASTCLASS	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	22283.045		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/23/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 23rd day of December, 2019, by **HONDROS LEARNING, LLC**, an Ohio limited liability company (“**Grantor**”), in favor of **CRESCENT AGENCY SERVICES LLC**, in its capacity as Agent for the Secured Parties party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 1, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 1, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, subject to the terms and provisions of the Collateral Agreement, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

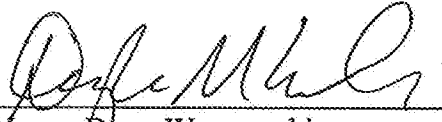
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Financing Document. This Agreement is a Financing Document and is subject to the terms and conditions applicable to Financing Documents contained in Article 12 of the Credit Agreement, *mutatis mutandis*, and the parties hereto agree to such terms, including the following: Section 12.4 (Severability), Section 12.11 (Governing Law; Submission to Jurisdiction), Section 12.12 (Waiver of Jury Trial), Section 12.14 (Counterparts; Signatures; Integration), Section 12.15 (No Strict Construction) and Section 12.17 (Joint and Several Liabilities).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


HONDROS LEARNING, LLC,
an Ohio limited liability company

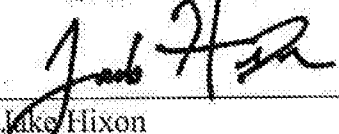
By: 
Name: Doug Wnorowski
Title: Chief Operating Officer

Agreed and Accepted
As of the Date First Written Above:

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP
Its: Managing Member

By: 
Name: Jonathan Gignetti
Title: Managing Director

By: 
Name: Jake Hixon
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Serial/App. Number	Jurisdiction
Learn Mortgage	#5337357 <i>(Supplemental Registry)</i>	11/14/2017	Serial No. 87447153	US
FASTCLASS	#2779548	11/04/2003	Serial No. 78148474	US

Trademark Applications

None.