

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Campus Management Corp.		02/28/2020	Corporation: FLORIDA
Admissions US, LLC		02/28/2020	Limited Liability Company: DELAWARE
Campus Labs, Inc.		02/28/2020	Corporation: DELAWARE
OrgSync, Inc.		02/28/2020	Corporation: TEXAS
Academic Management Systems, LLC		02/28/2020	Limited Liability Company: DELAWARE
iModules Software, Inc.		02/28/2020	Corporation: DELAWARE
ApplyYourself, Inc.		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2479413	TALISMA	
Registration Number:	2939238	CAMPUSCARE	
Registration Number:	2939237	CAMPUSLINK	
Registration Number:	3259702	CAMPUS MANAGEMENT CORP	
Registration Number:	2892901	CAMPUSNET	
Registration Number:	3232591	CAMPUSVUE	
Registration Number:	2514178	TALISMA	
Registration Number:	4376431	TALISMA	
Registration Number:	4233036	CAMPUSINSIGHT	
Registration Number:	4376572		
Registration Number:	4721438	CAMPUSNEXUS	
Registration Number:	4721550		

CH \$815.00 2479413

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5722664	RETENTION360
Registration Number:	5944972	CAMPUSNEXUS ENGAGE
Serial Number:	88138021	
Registration Number:	3808801	CONNECT
Registration Number:	4796031	RADIUS
Registration Number:	4371360	BROADLEAF SOLUTIONS
Registration Number:	3942501	CONNECT
Registration Number:	5418475	EDUCATION PARTNERS
Registration Number:	3717502	STUDENTVOICE
Registration Number:	5476382	MYMANTL
Registration Number:	5476381	M
Registration Number:	2524708	COURSEVAL
Registration Number:	3831837	ORGSYNC
Registration Number:	3089516	THE IDEA CENTER
Registration Number:	4345607	IMODULES
Registration Number:	2286015	MEMBER CONNECTIONS
Registration Number:	2216665	ALUMNI CONNECTIONS
Serial Number:	88725583	CAMPUS LABS
Serial Number:	88725497	CAMPUS LABS
Registration Number:	2283778	APPLYYOURSELF

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	197583
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	03/02/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of February 28, 2020 (this “**Trademark Security Agreement**”), by CAMPUS MANAGEMENT CORP. a Florida corporation, ADMISSIONS US, LLC, a Delaware limited liability company, CAMPUS LABS, INC. a Delaware corporation, ORGSYNC, INC., a Texas corporation, ACADEMIC MANAGEMENT SYSTEMS, LLC, a Delaware limited liability company, IMODULES SOFTWARE, INC., a Delaware corporation, and APPLYYOURSELF, INC., a Delaware corporation (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Astra Intermediate Holding Corp., a Delaware corporation (“**Holdings**”), Astra Acquisition Corp., a Delaware corporation (“**Astra**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit to the Borrowers, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of such Grantor:

(a) registered United States Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the

provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

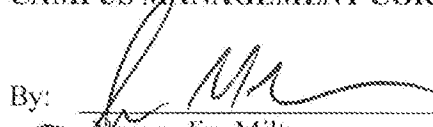
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

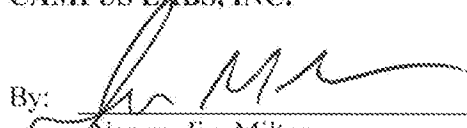
CAMPUS MANAGEMENT CORP.

By: 
Name: Jim Milton
Title: Chief Executive Officer & President

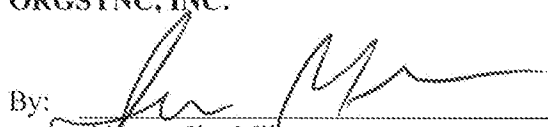
ADMISSIONS US, LLC

By: 
Name: Jim Milton
Title: Chief Executive Officer & President


CAMPUS LABS, INC.

By: 
Name: Jim Milton
Title: Chief Executive Officer & President


ORGSYNC, INC.

By: 
Name: Jim Milton
Title: Chief Executive Officer & President

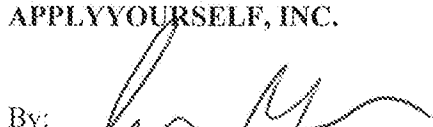
ACADEMIC MANAGEMENT SYSTEMS, LLC

By: 
Name: Jim Milton
Title: Chief Executive Officer & President

IMODULES SOFTWARE, INC.

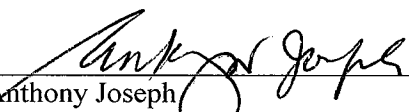
By: 
Name: Jim Milton
Title: Chief Executive Officer & President

APPLYYOURSELF, INC.

By: 
Name: Jim Milton
Title: Chief Executive Officer & President

UBS AG, STAMFORD BRANCH
as Administrative Agent

By: 
Name: Houssein Daly
Title: Associate Director

By: 
Name: Anthony Joseph
Title: Associate Director

**Schedule I
Trademark Registrations and Use Applications**

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
TALISMA	75/903,722 2479413	Campus Management Corp.
CAMPUSCARE	76/546,002 2939238	Campus Management Corp.
CAMPUSLINK [Stylized]	76/545,899 2939237	Campus Management Corp.
CAMPUS MANAGEMENT CORP.	76/545,878 3259702	Campus Management Corp.
CAMPUSNET [Stylized]	76/545,882 2892901	Campus Management Corp.
CAMPUSVUE	78/724,260 3232591	Campus Management Corp.
TALISMA	75/904,081 2514178	Campus Management Corp.
TALISMA	85/810,105 4376431	Campus Management Corp.
CAMPUSINSIGHT	85/546,211 4233036	Campus Management Corp.
RED MAN LOGO	85/844,026 4376572	Campus Management Corp.
CAMPUSNEXUS	86/224,055 4721438	Campus Management Corp.
CAMPUSNEXUS LOGO & Design	86/274,091 4721550	Campus Management Corp.
Retention360	87/041,972 5722664	Campus Management Corp.
CampusNexus Engage	87/868,302 5944972	Campus Management Corp.
Magnifying Glass (Logo)	88/138,021	Campus Management Corp.
CONNECT Classes 35 & 41	76695085 3808801	Admissions US, LLC
RADIUS	86146409 4796031	Admissions US, LLC
BROADLEAF SOLUTIONS	85773422 4371360	Campus Management Corp.
CONNECT Class 35	76704083 3942501	Admissions US, LLC
EDUCATION PARTNERS	86204583 5418475	Campus Management Corp.
STUDENTVOICE	3717502	Campus Labs, Inc.
MYMANTL	5476382	Campus Labs, Inc.
M Design	5476381	Campus Labs, Inc.
COURSEVAL	2524708	Academic Management Systems, LLC
ORGSYNC	3831837	OrgSync, Inc.

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
The IDEA Center	3089516	Campus Management Corp.
iMODULES	4345607	iModules Software, Inc.
MEMBER CONNECTIONS	2286015	iModules Software, Inc.
ALUMNI CONNECTIONS	2216665	iModules Software, Inc.
CAMPUS LABS (name)	88725583	Campus Labs, Inc.
CAMPUS LABS (logo)	88725497	Campus Labs, Inc.
APPLYYOURSELF	2283778	ApplyYourself, Inc.