

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
2U, Inc.		06/25/2020	Corporation: DELAWARE
CRITIQUEIT, INC.		06/25/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77797959	MY TEACHER HERO
Serial Number:	85759654	2U
Serial Number:	85759707	2U
Serial Number:	85833533	CERTIFICATION MAP
Serial Number:	85833534	TEACHER CERTIFICATION MADE SIMPLE!
Serial Number:	85833535	HOW TO MBA
Serial Number:	85874698	SEMESTER ONLINE
Serial Number:	85874721	SEMESTER ONLINE
Serial Number:	86076821	BLT
Serial Number:	86076824	BIDIRECTIONAL LEARNING TOOL
Serial Number:	86162182	NO BACK ROW
Serial Number:	86707880	TEACH.COM
Serial Number:	86965700	CERTIFICATION MAP
Serial Number:	86927133	CERTIFICATIONMAP.COM
Serial Number:	87189086	2U
Serial Number:	87406827	CENTRAL PARK
Serial Number:	88437377	ATRIO
Serial Number:	87210762	CRITIQUE IT

CH \$490.00 77797959

Property Type	Number	Word Mark
Serial Number:	77904770	CRITIQUE IT

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35613/137
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/29/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2020 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), is in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of June 25, 2020 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Assignee and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following 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 (collectively, the “Trademark Collateral”), as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

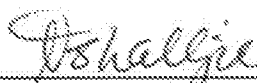
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be lodged with the Collateral Agent.

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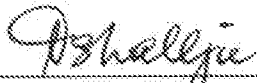
IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

2U, INC.

By: 
Name: Paul S. Laljie
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

CRITIQUEIT, INC.

By: 
Name: Paul S. Lohje
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006982 FRAME: 0207

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC., as Assignee

By: 
Name: Lisa Hanson
Title: Vice President

TRADEMARKSTrademark Registrations and Applications

Trademark	App. No.	Trademark No.	Owner	
MY TEACHER HERO	77797959	3865553	2U, Inc.	
2U	85759654	4367437		
2U (STYLIZED)	85759707	4367438		
CERTIFICATION MAP (& Design)	85833533	4392260		
TEACHER CERTIFICATION MADE SIMPLE!	85833534	4364900		
HOW TO MBA	85833535	4392261		
SEMESTER ONLINE (& Design on Top of Words)	85874698	4477159		
SEMESTER ONLINE (& Design on Side)	85874721	4477160		
BLT	86076821	4744439		
BIDIRECTIONAL LEARNING TOOL	86076824	4729346		
NO BACK ROW	86162182	4705029		
TEACH.COM	86707880	5009766		
CERTIFICATION MAP (& design)	86965700	5194290		
CERTIFICATIONMAP.COM	86927133	5194122		
2U	87189086	5344191		
CENTRAL PARK	87406827	N/A		
ATRIO	88437377	N/A		
CRITIQUE IT	87210762	5278092		CritiqueIt Inc.
CRITIQUE IT	77904770	3967209		

[Schedule to Trademark Security Agreement]