

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brookline College, LLC		08/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5294832	SMALL COLLEGE. BIG FUTURE.	
Registration Number:	3708169	BROOKLINE COLLEGE	
Registration Number:	3708662	BROOKLINE COLLEGE	
Registration Number:	3819409	BROOKLINE COLLEGE ONLINE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	086703.00187		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	08/07/2020		
Total Attachments: 6			

CH \$115.00 5294832

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TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2020 (this “Agreement”), among BROOKLINE COLLEGE, LLC (the “Grantor”) and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of March 6, 2020 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among TVG-FLORENCE HOLDCO CORP., a Delaware corporation (“Holdings”), TVG-FLORENCE ACQUISITION CORP., a Delaware corporation (the “Borrower”), the LENDERS and ISSUING BANKS party thereto and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as the administrative agent, collateral agent, a Lender and an Issuing Bank, and (b) the Collateral Agreement, dated as of March 6, 2020 (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.

[Remainder of Page Intentionally Left Blank]

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

BROOKLINE COLLEGE, LLC, as Grantor

By 

Name: Adnan Nisar

Title: Vice President and Assistant Secretary

[Signature Page Trademark Security Agreement]

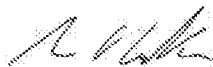
TRADEMARK
REEL: 007017 FRAME: 0866


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

BROOKLINE COLLEGE, LLC, as Grantor


By _____
Name:
Title:

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By  _____
Name: Manus O'Callaghan
Title: Director

By  _____
Name: Carl Andresen
Title: Director - Leveraged Acquisition F

Schedule I

TM Record	Mark/Name	Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services
US Federal Q1 uf 1	<u>SMALL COLLEGE</u> <u>BIG FUTURE</u>	"COLLEGE"	RN: 5294832 SN: 87320669	Registered, September 26, 2017 Int'l Class: 41 First Use: November, 2014 Filed: February 1, 2017 Registered: September 26, 2017	(Int'l Class: 41) educational services, namely, providing courses of instruction at the postsecondary and professional level and distribution of course material in connection therewith
US Federal Q1 uf 2	<u>BROOKLINE COLLEGE</u>	"COLLEGE"	RN: 3708169 SN: 77701259	Renewed, November 10, 2019 Int'l Class: 41 First Use: June 29, 2009 Filed: March 27, 2009 Registered: November 10, 2009 Last Renewal: November 10, 2019	(Int'l Class: 41) educational services, namely, providing courses of instruction at the postsecondary and professional level and distribution of course material in connection therewith
US Federal Q1 uf 3	<u>BROOKLINE COLLEGE and Design</u> 	"COLLEGE"	RN: 3708662 SN: 77727332	Renewed, November 10, 2019 Int'l Class: 41 First Use: June 29, 2009 Filed: May 1, 2009 Registered: November 10, 2009 Last Renewal: November 10, 2019	(Int'l Class: 41) educational services, namely, providing courses of instruction at the postsecondary and professional level and distribution of course material in connection therewith
US Federal Q1 uf 4	<u>BROOKLINE COLLEGE ONLINE</u>	"COLLEGE ONLINE"	RN: 3819409 SN: 77707652	Renewed, July 13, 2020 Int'l Class: 41 First Use: June 29, 2009 Filed: April 6, 2009	(Int'l Class: 41) educational services, namely, providing courses of instruction at the post secondary and professional level and distribution of

TM Record	Mark/Name	Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services
				Registered: July 13, 2010 Last Renewal: July 13, 2020	course material in connection therewith
WIPO Q1 wo 9	<u>BROOKLINE</u> <u>COLLEGE</u>		RN: 1016779	International Renewed Last Status Received: Renewed, September 26, 2019 Registered: September 28, 2009 Last Renewal: September 26, 2019 Expiration Date: September 28, 2029	(Int'l Class: 41) Educational services, namely, providing courses of instruction at the postsecondary and professional level and distribution of course material in connection herewith.