

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carnegie Dartlet LLC		05/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MS Private Credit Administrative Services LLC, as Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4333063	AMERICAN COLLEGES&UNIVERSITIES	
Registration Number:	5249153	CARNEGIE CLARITY	
Registration Number:	5970611	CARNEGIE DARTLET	
Registration Number:	2103978	COLLEGE XPRESS	
Registration Number:	5136359	DARTLET	
Registration Number:	4829917		
Registration Number:	2017584	PRIVATE COLLEGES AND UNIVERSITIES	
Registration Number:	4654409	SEARCH DIFFERENTLY	
Registration Number:	6148124	TEAM CHEM	
Registration Number:	5136361	THE SCIENCE OF COMMUNICATION	
Registration Number:	6200948	THE SCIENCE OF HUMAN CONNECTION	
Registration Number:	1568969	PRIVATE COLLEGES AND UNIVERSITIES	
Registration Number:	4390472	CARNEGIE	
Serial Number:	88577074	CLASS CHEM	
Serial Number:	88577089	MY CHEM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	05/03/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2021, is made by Carnegie Dartlet LLC, a Delaware limited liability company (“Grantor”), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES (“Morgan Stanley”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Morgan Stanley, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of May 3, 2021, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no lien or security interest is hereby granted on any Excluded Property.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CARNEGIE DARTLET LLC

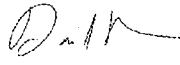
By: Nickie Norris
Name: Nickie Norris
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Agent


By: 
Name: David Kulakofsky
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007277 FRAME: 0644

Schedule 1

Trademarks

Mark	Owner	Registration or Application No.	Registration Date
AMERICAN COLLEGES&UNIVERSITIES	Carnegie Dartlet LLC	4333063	5/7/2013
CARNEGIE CLARITY	Carnegie Dartlet LLC	5249153	7/25/2017
CARNEGIE DARTLET	Carnegie Dartlet LLC	5970611	1/28/2020
CLASS CHEM	Carnegie Dartlet LLC	88577074	Pending
COLLEGE XPRESS	Carnegie Dartlet LLC	2103978	10/7/1997
DARTLET	Carnegie Dartlet LLC	5136359	2/7/2017
<i>Design Only</i>	Carnegie Dartlet LLC	4829917	10/13/2015
MY CHEM	Carnegie Dartlet LLC	88577089	Pending
PRIVATE COLLEGES AND UNIVERSITIES	Carnegie Dartlet LLC	2017584	11/19/1996
SEARCH DIFFERENTLY	Carnegie Dartlet LLC	4654409	12/9/2014
TEAM CHEM	Carnegie Dartlet LLC	6148124	09/08/2020
THE SCIENCE OF COMMUNICATION	Carnegie Dartlet LLC	5136361	2/7/2017
THE SCIENCE OF HUMAN COMMUNICATION	Carnegie Dartlet LLC	6200948	10/17/2020
PRIVATE COLLEGES AND UNIVERSITIES	Carnegie Dartlet LLC	1568969	11/28/1989
 CARNEGIE	Carnegie Dartlet LLC	4390472	8/27/2013

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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[Signature Page to Trademark Security Agreement]

RECORDED: 05/03/2021

**TRADEMARK
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