

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Digital Architecture, LLC		06/08/2021	Limited Liability Company: DELAWARE
nuCloud, LLC		06/08/2021	Limited Liability Company: SOUTH CAROLINA
Modern Campus USA Inc.	FORMERLY OmniUpdate, Inc.	06/08/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC Lending, LLC, as Administrative Agent		
<b>Street Address:</b>	2100 McKinney Avenue, Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5797403	OU CAMPUS	
<b>Registration Number:</b>	3439879	OMNIUPDATE	
<b>Registration Number:</b>	4511633	NUCLOUD	
<b>Registration Number:</b>	5651296	CONNECTED CURRICULUM	
<b>Registration Number:</b>	5152196	N NEW   ED	
<b>Registration Number:</b>	5142839	NEW ED	
<b>Registration Number:</b>	6234435	EXPLORE	
<b>Registration Number:</b>	6159369	REGISTER STUDENT SCHEDULING BY V SB	
<b>Registration Number:</b>	5561196	TAKING EDUCATION HIGHER	
<b>Registration Number:</b>	5560538	DIGARC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		

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**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 74267.069

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 06/08/2021

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of June 8, 2021, by and among Digital Architecture, LLC, a Delaware limited liability company, nuCloud, LLC, a South Carolina limited liability company, and Modern Campus USA Inc., a California corporation (fka. OmniUpdate, Inc.) (each, a “Grantor” and collectively, the “Grantors”), in favor of TC Lending, LLC. (“TCL”), in its capacity as administrative agent for certain secured parties (“Administrative Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of June 8, 2021, by and among **DA PLEDGOR, LLC**, a Delaware limited liability company (“Holdings”), **DA MIDCO, LLC**, a Delaware limited liability company (“MidCo”), **DA MERGER SUB, INC.**, a Delaware corporation (“Merger Sub”), **DESTINY SOLUTIONS PARENT HOLDING COMPANY**, a Delaware corporation (“Parent”), **DESTINY SOLUTIONS HOLDING COMPANY**, a Delaware corporation (“Destiny”), **DESTINY SOLUTIONS INTERMEDIATE HOLDING COMPANY**, a Delaware corporation (“Intermediate Holdings”), **DESTINY SOLUTIONS U.S., INC.**, a Delaware corporation, (“Destiny Borrower”), **MODERN CAMPUS USA INC.**, a California corporation (“Modern Campus”), **NUCLOUD, LLC**, a South Carolina limited liability company (“nuCloud”; and, collectively with MidCo, Merger Sub, Parent, Destiny, Intermediate Holdings, Destiny Borrower and Modern Campus, each a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the other Loan Parties party thereto from time to time, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make Loans, from time to time, to Borrowers;

WHEREAS, pursuant to that certain Security Agreement dated as June 8, 2021, by and among Borrowers, Holdings, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, the Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of the Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of the Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

*[Signature Pages Follow]*

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

**MODERN CAMPUS USA INC.**, a California corporation

By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

**NUCLOUD, LLC**, a South Carolina limited liability company

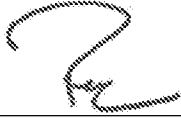
By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

**DIGITAL ARCHITECTURE, LLC**, a Delaware limited liability company

By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**TC LENDING, LLC,**  
as Administrative Agent



By: \_\_\_\_\_

Name: Robert (Bo) Stanley

Title: President

**Schedule A**  
**U.S. TRADEMARKS**  
**Trademarks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
OU CAMPUS	5797403	07/09/2019	Modern Campus USA Inc. (as successor to OmniUpdate, Inc.)
OMNIUPDATE	3439879	06/03/2008	Modern Campus USA Inc. (as successor to OmniUpdate, Inc.)
NUCLOUD	4511633	04/08/2014	nuCloud, LLC
CONNECTED CURRICULUM	5651296	01/08/2019	Digital Architecture, LLC
N NEW   ED 	5152196	02/28/2017	Digital Architecture, LLC
NEW ED 	5142839	02/14/2017	Digital Architecture, LLC
EXPLORE	6234435	12/29/2020	Digital Architecture, LLC (as successor to Digarc, LLC)
REGISTER STUDENT SCHEDULING BY V SB	6159369	09/22/2020	Digital Architecture, LLC (as successor to Digarc, LLC)
TAKING EDUCATION HIGHER	5561196	09/11/2018	Digital Architecture, LLC (as successor to Digarc, LLC)

DIGARC	5560538	09/11/2018	Digital Architecture, LLC (as successor to Digarc, LLC)
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