

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		06/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	2U, INC.
Street Address:	7900 HARKINS ROAD
City:	LANHAM
State/Country:	MASSACHUSETTS
Postal Code:	20706
Entity Type:	Corporation: DELAWARE
Name:	CRITIQUEIT, INC
Street Address:	7900 HARKINS ROAD
City:	LANHAM
State/Country:	MASSACHUSETTS
Postal Code:	20706
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3865553	MY TEACHER HERO
Registration Number:	4367437	2U
Registration Number:	4367438	2U
Registration Number:	4392260	CERTIFICATION MAP
Registration Number:	4364900	TEACHER CERTIFICATION MADE SIMPLE!
Registration Number:	4392261	HOW TO MBA
Registration Number:	4477159	SEMESTER ONLINE
Registration Number:	4477160	SEMESTER ONLINE
Registration Number:	4744439	BLT
Registration Number:	4729346	BIDIRECTIONAL LEARNING TOOL
Registration Number:	4705029	NO BACK ROW
Registration Number:	5009766	TEACH.COM
Registration Number:	5194290	CERTIFICATION MAP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5194122	CERTIFICATIONMAP.COM
Registration Number:	5344191	2U
Serial Number:	87406827	CENTRAL PARK
Serial Number:	88437377	ATRIO
Registration Number:	5278092	CRITIQUE IT
Registration Number:	3967209	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: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/137
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	06/30/2021

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”), dated June 29, 2021, is made by and among MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Collateral Agent”), in favor of 2U, INC. and CRITIQUEIT, INC. (together, the “Grantors”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Trademark Security Agreement and Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Grantors and the Collateral Agent are party to that certain 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”), pursuant to which each Grantor created in favor of the Collateral Agent a security interest in, and the Collateral Agent became a secured creditor with respect to, certain collateral;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of June 25, 2020, in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which each Grantor granted the Collateral Agent a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks listed on Schedule I hereto (collectively, the “Released Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 29, 2020 at Reel 6982 and Frame 0202; and

WHEREAS, the Collateral Agent wishes to release its security interest in and to the Released Collateral granted to the Collateral Agent pursuant to the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without any recourse, representation, warranty or other assurance of any kind, all right, title, and interest in or to the Released Collateral that was granted to the Collateral Agent pursuant to the Trademark Security Agreement, and (ii) reassigns, re-transfers, and re-conveys, without recourse, representation or warranty of any kind, any and all such right, title, and interest (if any) that the Collateral Agent may have under the Trademark Security Agreement in the Released Collateral to the Grantors. Any right, title, or interest of the Collateral Agent under the Trademark Security Agreement in such Released Collateral shall hereby cease and become void.

SECTION 2. Further Assurances. The Collateral Agent hereby agrees to, at the sole cost and expense of the Grantors, take all further actions, and provide to the Grantors its cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement, and delivery of any further documents) and to do such other acts as may be reasonably requested by the Grantors and necessary to effect the termination and release of the security interest contemplated hereby.

SECTION 3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

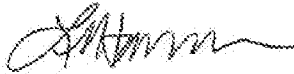
SECTION 4. GOVERNING LAW. THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**MORGAN STANLEY SENIOR
FUNDING, INC.**

as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY INTEREST RELEASE

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	