

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAB GLOBAL, INC.		08/16/2021	Corporation: DELAWARE
ROYALL & COMPANY, LLC (f/k/a ROYALL & COMPANY)		08/16/2021	Limited Liability Company: VIRGINIA
YOUVISIT LLC		08/16/2021	Limited Liability Company: DELAWARE
STARFISH RETENTION SOLUTIONS, INC.		08/16/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	600 Washington Boulevard, 10th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5765311	C
Registration Number:	5623126	EAB
Registration Number:	4863775	GLOBAL EDUCATION EXCHANGE
Registration Number:	4863776	GLOBAL HIGHER EDUCATION EXCHANGE
Registration Number:	5231490	A NEW PATH TO COLLEGE OPPORTUNITY
Registration Number:	4631261	COLLEGE GREENLIGHT
Registration Number:	3346892	WHERE COLLEGES APPLY TO YOU!
Registration Number:	3346893	WHERE COLLEGES RECRUIT YOU!
Registration Number:	3484771	WHAT ARE MY CHANCES?
Registration Number:	3358498	CAPPEX
Registration Number:	5100982	STUDENT SUCCESS COLLABORATIVE
Registration Number:	4785978	EAB
Registration Number:	3013533	ROYALL

OP \$465.00 5765311

Property Type	Number	Word Mark
Registration Number:	3013534	ROYALL & COMPANY
Registration Number:	5493635	ARIA
Registration Number:	5258928	YOUVISIT
Registration Number:	4337256	YOUVISIT
Registration Number:	3551457	STARFISH

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1458989 TM E
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/26/2021

Total Attachments: 5

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- source=E - Project Electron - 2L - Trademark Security Agreement - Filing#page3.tif
- source=E - Project Electron - 2L - Trademark Security Agreement - Filing#page4.tif
- source=E - Project Electron - 2L - Trademark Security Agreement - Filing#page5.tif
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of August 16, 2021 (this “**Trademark Security Agreement**”), is made by EAB GLOBAL, INC., ROYAL & COMPANY, LLC (f/k/a ROYAL & COMPANY), YOUVISIT LLC and STARFISH RETENTION SOLUTIONS, INC. (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of UBS AG, Stamford Branch, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of August 16, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among EAB Global, Inc., a Delaware corporation (“**Borrower**”), Avatar Holdco, LLC, a Delaware limited liability company (“**Holdings**”), the other Credit Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in

the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

EAB GLOBAL, INC.,
a Delaware corporation

By: 
Name: Michael Kirshbaum
Title: Chief Financial Officer

ROYALL & COMPANY, LLC,
a Virginia limited liability company

By: 
Name: Michael Kirshbaum
Title: Treasurer

YOUVISIT LLC,
a Delaware limited liability company

By: 
Name: Michael Kirshbaum
Title: Vice President

STARFISH RETENTION SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Michael Kirshbaum
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent


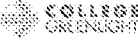
By: *Santiago Adrian*
Name: Santiago Adrian
Title: Associate Director

By: *D Robinson*
Name: Dionne Robinson
Title: Associate Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
EAB Global, Inc.	C Design 	5765311
EAB Global, Inc.	EAB	5623126
EAB Global, Inc.	GLOBAL EDUCATION EXCHANGE	4863775
EAB Global, Inc.	GLOBAL HIGHER EDUCATION EXCHANGE	4863776
EAB Global, Inc.	A NEW PATH TO COLLEGE OPPORTUNITY	5231490
EAB Global, Inc.	COLLEGE GREENLIGHT Design 	4631261
EAB Global, Inc.	WHERE COLLEGES APPLY TO YOU!	3346892
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EAB Global, Inc.	WHAT ARE MY CHANCES?	3484771
EAB Global, Inc.	CAPPEX	3358498
EAB Global, Inc.	STUDENT SUCCESS COLLABORATIVE	5100982
EAB Global, Inc.	EAB	4785978
Royall & Company	ROYALL	3013533
Royall & Company	ROYALL & COMPANY	3013534
Youvisit LLC	ARIA	5493635
Youvisit LLC	YOUVISIT	5258928
Youvisit LLC	YOUVISIT	4337256
Starfish Retention Solutions, Inc.	STARFISH	3551457

United States Trademark Applications: None.