

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EducationDynamics, LLC		09/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WhiteHorse Capital Management, LLC, as Administrative Agent
Street Address:	1271 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2566409	GRADSCHOOLS.COM
Registration Number:	2511470	STUDYABROAD.COM
Registration Number:	2470525	ELEARNERS
Registration Number:	2537155	ELEARNERS.COM
Registration Number:	3323365	EDUCATION CONNECTION
Registration Number:	3609563	EDUCATIONDYNAMICS
Registration Number:	3548040	UNIGO
Registration Number:	3665734	PROJECT WORKING MOM
Registration Number:	4091285	EDUCATIONDYNAMICS ELEARNING INDEX
Registration Number:	3564594	EARNMYDEGREE.COM
Registration Number:	4035590	FIND. ENROLL. RETAIN.
Registration Number:	3885997	STUDYABROAD.COM
Registration Number:	3986867	STUDYABROAD.COM
Registration Number:	4042882	STUDYABROAD.COM
Registration Number:	3996649	TEST DRIVE GRAD SCHOOL ONLINE
Registration Number:	3996650	TEST DRIVE COLLEGE ONLINE
Registration Number:	4166082	CHRISTIANEDUCATION.COM
Registration Number:	4205734	CHRISTIANEDUCATION.COM
Registration Number:	5013168	AXXISS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4577402	RETURN ON EDUCATION
Registration Number:	4818758	MYROE
Registration Number:	4732766	MYROE
Registration Number:	4732767	MYROE
Registration Number:	4765807	GLASSPANEL
Registration Number:	4823549	UNIGO
Registration Number:	4823552	UNIGO
Registration Number:	4823553	UNIGO
Registration Number:	4823739	UNIGO
Registration Number:	4823740	UNIGO
Registration Number:	4823741	UNIGO
Registration Number:	4823742	UNIGO
Registration Number:	6323976	INSIGHTSEDU
Registration Number:	4823406	URGE
Registration Number:	4823460	
Registration Number:	4823554	UNIGO GROUP
Registration Number:	4823555	UNIGO GROUP
Registration Number:	4823556	UNIGO GROUP
Registration Number:	4823557	UNIGO GROUP
Registration Number:	4819425	UNIGO CONNECT
Registration Number:	4823735	GO. FIND. YOU.
Registration Number:	4823736	GO. FIND. YOU.
Registration Number:	4823737	GO. FIND. YOU.
Registration Number:	4823738	GO. FIND. YOU.
Registration Number:	4823743	UNIGO
Registration Number:	4823744	UNIGO
Registration Number:	4823745	UNIGO
Registration Number:	4823746	UNIGO
Registration Number:	4823747	UNIGO GO. FIND. YOU.
Registration Number:	4823748	UNIGO GO. FIND. YOU.
Registration Number:	4823750	UNIGO GO. FIND. YOU.
Registration Number:	4823749	UNIGO GO. FIND. YOU.
Serial Number:	78026613	CHEF2CHEF
Serial Number:	78250512	WORLDWIDELEARN
Serial Number:	90497560	UNIGO
Serial Number:	86355513	UNIGO
Serial Number:	78429330	CLASSESUSA.COM
Serial Number:	78429341	CLASSESUSA

Property Type	Number	Word Mark
Serial Number:	85351030	CLASSESUSA
Serial Number:	85351039	CLASSESUSA.COM
Serial Number:	85643449	LIQUID EDUCATION
Serial Number:	86018876	LIQUID EDUCATION

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 053437-0048

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 09/15/2021

Total Attachments: 9

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2021 (this “*Trademark Security Agreement*”), is made by EDUCATIONDYNAMICS, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, the financial institutions from time to time parties thereto as lenders (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of September 15, 2021 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of other Persons have entered into the Guaranty and Security Agreement, dated as of September 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

- (i) all of its Trademarks referred to on Schedule I hereto.

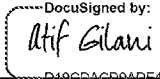
Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **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.

Section 5 **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.

IN WITNESS WHEREOF, the 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.

EDUCATIONDYNAMICS, LLC

By:  _____
Name: Atif Gilani
Title: Manager

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
GRADSCHOOLS.COM	Section 8&9 filed	United States	2566409	05/07/2002		EDUCATION DYNAMICS, LLC
STUDYABROAD.COM	Renewal Granted	United States	2511470	11/27/2001		EDUCATION DYNAMICS, LLC
ELEARNERS	Renewal Granted	United States	2470525	07/17/2001		EDUCATION DYNAMICS, LLC
ELEARNERS.COM	8&9 due 02/05/2022	United States	2537155	02/05/2002		EDUCATION DYNAMICS, LLC
EDUCATION CONNECTION	Renewal Granted	United States	3323365	10/30/2007		EDUCATION DYNAMICS, LLC
EDUCATIONDYNAMICS	Renewal Granted	United States	3609563	04/21/2009		EDUCATION DYNAMICS, LLC
UNIGO	Renewal Granted	United States	3548040	12/16/2008		EDUCATION DYNAMICS, LLC
PROJECT WORKING MOM	Renewal Granted	United States	3665734	08/11/2009		EDUCATION DYNAMICS, LLC
EDUCATIONDYNAMICS ELEARNING INDEX	8&9 due 01/24/2022	United States	4091285	01/24/2012		EDUCATION DYNAMICS, LLC
EARNMYDEGREE.COM	Renewal Granted	United States	3564594	01/20/2009		EDUCATION DYNAMICS, LLC
FIND. ENROLL. RETAIN.	Renewal Granted	United States	4035590	10/04/2011		EDUCATION DYNAMICS, LLC
CLASSESUSA.COM	Renewal Granted	United States	78429330	08/02/2005		EDUCATION DYNAMICS, LLC
CLASSESUSA	Renewal Granted	United States	78429341	07/26/2005		EDUCATION DYNAMICS, LLC
STUDYABROAD.COM	Renewal Granted	United States	3885997	12/07/2010		EDUCATION DYNAMICS, LLC
STUDYABROAD.COM	Renewal Granted	United States	3986867	06/28/2011		EDUCATION DYNAMICS, LLC

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
STUDYABROAD.COM	Renewal Granted	United States	4042882	10/18/2011		EDUCATION DYNAMICS, LLC
TEST DRIVE GRAD SCHOOL ONLINE	Renewal Granted	United States	3996649	07/19/2011		EDUCATION DYNAMICS, LLC
TEST DRIVE COLLEGE ONLINE	Renewal Granted	United States	3996650	07/19/2011		EDUCATION DYNAMICS, LLC
CLASSESUSA	Section 8 & 15 Accepted	United States	85351030	03/06/2012		EDUCATION DYNAMICS, LLC
CLASSESUSA.COM	Section 8&9 Filed	United States	85351039	03/06/2012		EDUCATION DYNAMICS, LLC
CHRISTIANEDUCATION.COM	Registration Renewed	United States	4166082	06/26/2012		EDUCATION DYNAMICS, LLC
CHRISTIANEDUCATION.COM	Section 8 & 15 Accepted	United States	4205734	09/11/2012		EDUCATION DYNAMICS, LLC
LIQUID EDUCATION	Section 8 & 15 Accepted	United States	85643449	09/17/2013		EDUCATION DYNAMICS, LLC
AXXISS	Not Renewing	United States	5013168	08/02/2016	08/02/2026	EDUCATION DYNAMICS, LLC
RETURN ON EDUCATION	Section 8 Accepted	United States	4577402	07/29/2014		EDUCATION DYNAMICS, LLC
LIQUID EDUCATION	Section 8 & 15 Accepted	United States	86018876	04/01/2014		EDUCATION DYNAMICS, LLC
MYROE	Section 8 & 15 Accepted	United States	4818758	09/22/2015		EDUCATION DYNAMICS, LLC
MYROE	Section 8 & 15 Accepted	United States	4732766	05/05/2015		EDUCATION DYNAMICS, LLC
MYROE	Section 8 & 15 Accepted	United States	4732767	05/05/2015		EDUCATION DYNAMICS, LLC
GLASSPANEL	Section 8 & 15 Accepted	United States	4765807	06/30/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823549	09/29/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823552	09/29/2015		EDUCATION DYNAMICS, LLC

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
UNIGO	Section 8&15 Accepted	United States	4823553	09/29/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823739	09/29/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823740	09/29/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823741	09/29/2015		EDUCATION DYNAMICS, LLC
UNIGO	Section 8&15 Accepted	United States	4823742	09/29/2015		EDUCATION DYNAMICS, LLC
INSIGHTSEDU	Registered	United States	6323976	04/13/2021		EDUCATION DYNAMICS, LLC
UNIGO	Not Renewing (failure of assignment from EDPlus Holdings, LLC) and new application filed in its place	United States	86355513	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
URGE	Not Renewing	United States	4823406	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
Raccoon design	Not Renewing	United States	4823460	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GROUP	Not Renewing	United States	4823554	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GROUP	Not Renewing	United States	4823555	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GROUP	Not Renewing	United States	4823556	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GROUP	Not Renewing	United States	4823557	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO CONNECT	Not Renewing	United States	4819425	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
GO. FIND. YOU.	Not Renewing	United States	4823735	09/29/2015	09/29/2025	EDUCATION

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
						DYNAMICS, LLC
GO. FIND. YOU.	Not Renewing	United States	4823736	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
GO. FIND. YOU.	Not Renewing	United States	4823737	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
GO. FIND. YOU.	Not Renewing	United States	4823738	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO	Not Renewing	United States	4823743	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO	Not Renewing	United States	4823744	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO	Not Renewing	United States	4823745	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO	Not Renewing	United States	4823746	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GO. FIND. YOU.	Not Renewing	United States	4823747	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GO. FIND. YOU.	Not Renewing	United States	4823748	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GO. FIND. YOU.	Not Renewing	United States	4823750	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
UNIGO GO. FIND. YOU.	Not Renewing	United States	4823749	09/29/2015	09/29/2025	EDUCATION DYNAMICS, LLC
CHEF2CHEF	Registered And Renewed	United States	78026613	01/03/2013		EDUCATION DYNAMICS, LLC
WORLDWIDELEARN	Registered And Renewed	United States	78250512	06/11/2019		EDUCATION DYNAMICS, LLC

II. TRADEMARK APPLICATIONS

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
FUENTES	New application. Notice of Allowance issued 08/25/2020.	United States	Application Number: 88815050	Application Date: 2/28/2020		EDUCATION DYNAMICS, LLC

Mark	Status	Jurisdiction	Registration No.	Registration Date	Expiration Date	Owner
	1 st EOT Granted					
UNIGO	New Application Filed 01/29/2021	United States	Application Number: 90497560	Application Date: 1/29/2021		EDUCATION DYNAMICS, LLC
ENROLLMENTDIAGNOSTIC	New Application filed 05/27/2021	United States	Application Number: 90738944	Application Date: 5/27/2021		EDUCATION DYNAMICS, LLC
ENROLLMENT DIAGNOSTIC	New Application filed 05/24/2021	United States	Application Number: 90730163	Application Date: 5/24/2021		EDUCATION DYNAMICS, LLC