

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signal Vine, Inc.		01/28/2022	Corporation: DELAWARE
Augusoft, Inc.		01/28/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	TC Lending, LLC, as Administrative Agent		
Street Address:	2100 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5348086	BLENDED MESSAGING	
Registration Number:	4921995	SIGNAL VINE	
Registration Number:	4921994	SIGNAL VINE	
Registration Number:	3228680	AUGUSOFT	
Registration Number:	5154412	LUMENS	
Registration Number:	3181681	L LUMENS	
Serial Number:	97054297	FACULTY TEXTING	
Serial Number:	90520636	VOICE OF THE STUDENT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6175269628		
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		

CH \$215.00 5348086

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/28/2022
Total Attachments: 5 source=UPDATED Modern Campus - Trademark Security Agreement (Signal Vine & Augusoft)#page1.tif source=UPDATED Modern Campus - Trademark Security Agreement (Signal Vine & Augusoft)#page2.tif source=UPDATED Modern Campus - Trademark Security Agreement (Signal Vine & Augusoft)#page3.tif source=UPDATED Modern Campus - Trademark Security Agreement (Signal Vine & Augusoft)#page4.tif source=UPDATED Modern Campus - Trademark Security Agreement (Signal Vine & Augusoft)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 28, 2022, by and among Signal Vine, Inc., a Delaware corporation ("Signal Vine"), and Augusoft, Inc., a Minnesota corporation ("Augusoft" and together with Signal Vine, each a "Grantor" and collectively, the "Grantors"), in favor of TC Lending, LLC, 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"), **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"; and, collectively with MidCo, Parent, Destiny, Intermediate Holdings and Destiny Borrower, 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 of 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, each 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 such 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, each 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, each 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.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of such 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. Each 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIGNAL VINE, INC., a Delaware corporation


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

AUGUSOFT, INC., a Minnesota corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

TC LENDING, LLC,
as Administrative Agent


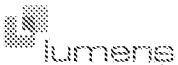


By: _____

Name: Robert (Bo) Stanley

Title: President

Schedule A
U.S. Trademarks
Trademarks

Mark	Application No.	Filed	Registration No.	Registration Date	Status	Owner
FACULTY TEXTING	97054297	9/30/2021	--	--	Pending	Signal Vine, Inc.
VOICE OF THE STUDENT	90520636	2/9/2021	--	--	Pending	Signal Vine, Inc.
BLENDED MESSAGING	87475295	6/5/2017	5348086	11/28/2017	Registered	Signal Vine, Inc.
SIGNAL VINE 	86622523	5/7/2015	4921995	3/22/2016	Registered	Signal Vine, Inc.
SIGNAL VINE	86622467	5/7/2015	4921994	3/22/2016	Registered	Signal Vine, Inc.
AUGUSOFT Augusoft	78607268	4/12/2005	3228680	4/10/2007	Registered	Augusoft, Inc.
LUMENS	87017481	4/28/2016	5154412	3/7/2017	Registered	Augusoft, Inc.
L LUMENS 	78501702	10/18/2004	3181681	12/5/2006	Registered	Augusoft, Inc.