

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Academy Holdings, LLC		03/01/2022	Limited Liability Company: NORTH CAROLINA
Coding Institute, LLC		03/01/2022	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Freedom 3 Capital, LLC		
Street Address:	12 East 49th Street, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	4699931	AAPC	
Registration Number:	4699934	AAPC	
Registration Number:	3638314	AMERICAN ACADEMY OF PROFESSIONAL CODERS	
Registration Number:	3634417		
Registration Number:	5481731	CAREERHEALTH	
Registration Number:	4921054	CCC	
Registration Number:	5583744	CDEO	
Registration Number:	4921056	CEDC	
Registration Number:	4921057	CEMC	
Registration Number:	4460184	CERTIFIED PROFESSIONAL BILLER (CPB)	
Registration Number:	3417247	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3649262	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3417245	CERTIFIED PROFESSIONAL CODER	
Registration Number:	3596815	CERTIFIED PROFESSIONAL MEDICAL AUDITOR	
Registration Number:	3556761	CIC	
Registration Number:	3600034	CIRCC	
Registration Number:	3687194	CIRCC	

OP \$1065.00 4699931

Property Type	Number	Word Mark
Registration Number:	3684188	CIRCC
Registration Number:	4923583	COC
Registration Number:	3375778	CPC
Registration Number:	3417246	CPC
Registration Number:	3880943	CPCD
Registration Number:	3378238	CPC-H
Registration Number:	4285983	CPCO
Registration Number:	3378243	CPC-P
Registration Number:	3913961	CPMA
Registration Number:	5716628	CPMS
Registration Number:	4315729	CPPM
Registration Number:	4838120	CRC
Registration Number:	4244872	PRACTICODE
Registration Number:	2425144	PART B INSIDER
Registration Number:	2822679	RAPID CODER
Registration Number:	3018916	REHAB REPORT
Registration Number:	3784827	SUPER CODER
Registration Number:	6291839	C TCI
Registration Number:	5953280	C TCI SUPERCODER
Registration Number:	6248336	THE CODING INSTITUTE
Serial Number:	88244327	CERTIFIED DOCUMENTATION EXPERT INPATIENT
Serial Number:	97093133	CLINICAL CODING PROFESSIONAL (CCP)
Serial Number:	87420264	COPC
Serial Number:	88882454	CERTIFIED HOSPITAL CODER - BRAZIL (CHC-B
Serial Number:	88857086	CODIFY BY AAPC

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1615474 TM

NAME OF SUBMITTER: Nadin Mukhtar

SIGNATURE: /Nadin Mukhtar/

DATE SIGNED:

03/02/2022

Total Attachments: 13

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “*Agreement*”), dated as of March 1, 2022, is made by **AMERICAN ACADEMY HOLDINGS, LLC**, a North Carolina limited liability company (the “*Borrower*”) and **CODING INSTITUTE, LLC**, a North Carolina limited liability company (together with the Borrower, the “*Grantors*” and each a “*Grantor*”), in favor of **FREEDOM 3 CAPITAL, LLC (“F3C”)**, located at 12 East 49th Street, 27th Floor, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, AAPC Holdings, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), F3C, as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantor have executed and delivered a Second Lien Security Agreement, dated as the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

SECTION 8. **WAIVER OF JURY TRIAL**. **THE GRANTORS AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, THE COLLATERAL AGENT AND EACH SECURED PARTY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING**

TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN ACADEMY HOLDINGS, LLC,
a North Carolina limited liability company
as Grantor

By: 

Name: Bevan Erickson

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 007648 FRAME: 0401

CODING INSTITUTE, LLC,
a North Carolina limited liability company
as Grantor
By: AAPC Holdings, LLC, its sole manager

By: 

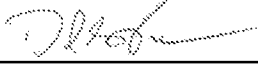
Name: Bevan Erickson

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
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FREEDOM 3 CAPITAL, LLC, as Collateral Agent

By: 
Name: Daniel S. Tamkin
Title: Managing Manager