

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synergis Education, Inc.		03/31/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Truist Bank, as collateral agent
Street Address:	303 Peachtree Street, N.E., 25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5123006	ONLINE FACE TO FACE BLENDED 3 MODALITY 2
Registration Number:	4467574	SYNERGIS EDUCATION
Registration Number:	4437192	SYNERGIS EDUCATION
Registration Number:	4433326	SYNERGIS EDUCATION
Registration Number:	4256283	EDVANTAGE LEARNING SYSTEM
Registration Number:	5975122	EDVANTAGE
Registration Number:	5975123	
Registration Number:	5820815	3MODALITY

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1135397-0118-S216

CH \$215.00 5123006

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/01/2022
Total Attachments: 5 source=Academic Partnerships - First Lien Trademark Security Agreement (Synergis)(Mar. 2022)_(16841810)_(1)#page1.tif source=Academic Partnerships - First Lien Trademark Security Agreement (Synergis)(Mar. 2022)_(16841810)_(1)#page2.tif source=Academic Partnerships - First Lien Trademark Security Agreement (Synergis)(Mar. 2022)_(16841810)_(1)#page3.tif source=Academic Partnerships - First Lien Trademark Security Agreement (Synergis)(Mar. 2022)_(16841810)_(1)#page4.tif source=Academic Partnerships - First Lien Trademark Security Agreement (Synergis)(Mar. 2022)_(16841810)_(1)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2022 (this "Agreement"), among SYNERGIS EDUCATION, INC., a Delaware corporation (the "Grantor"), and Truist Bank, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among EDUCATION SERVICES HOLDINGS CORP., a Delaware corporation ("Parent"), TVG-ACADEMIC PARTNERSHIPS ACQUISITION CORP., a Delaware corporation ("Initial Holdings"), TVG-ACADEMIC PARTNERSHIPS INTERMEDIATE, LLC, a Delaware limited liability company (to be merged with ACADEMIC PARTNERSHIPS, LLC, a Delaware limited liability company) (the "New Borrower", together with any other Person that becomes a borrower under the Credit Agreement, the "Borrower"), the other GRANTORS from time to time party thereto and TRUIST BANK, as the administrative agent, and (b) the Collateral Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement"), among Parent, Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including the Trademarks listed on Schedule I attached hereto, the goodwill of the businesses with which the Trademarks are associated, all Proceeds and products of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate 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 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder, including (but not limited to) the validity, interpretation, construction, breach, enforcement or termination hereof, and whether arising in contract or tort or otherwise, shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

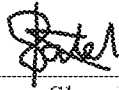
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYNERGIS EDUCATION, INC., as Grantor

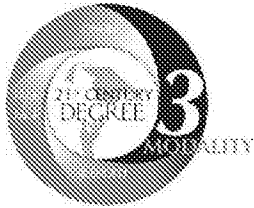
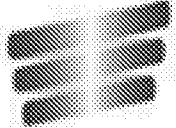
By 

Name: Adnan Nisar
Title: Vice President

TRUIST BANK, as Collateral Agent

By  _____
Name: Shae B. Patel
Title: Director

Schedule I

Grantor	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Synergis Education, Inc.		87047249	05/23/2016	5123006	1/17/2017
Synergis Education, Inc.	SYNERGIS EDUCATION	85755180	10/16/2012	4467574	1/14/2014
Synergis Education, Inc.	SYNERGIS EDUCATION	85599873	04/17/2012	4437192	11/19/2013
Synergis Education, Inc.	SYNERGIS EDUCATION	85599871	04/17/2012	4433326	11/12/2013
Synergis Education, Inc.	EDVANTAGE LEARNING SYSTEM	85452645	10/20/2011	4256283	12/11/2012
Synergis Education, Inc.	EDVANTAGE	88263776	1/16/2019	5975122	2/4/2020
Synergis Education, Inc.		88263777	1/16/2019	5975123	2/4/2020
Synergis Education, Inc.	3MODALITY	88263760	1/16/2019	5820815	7/30/2019