

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergis Education, Inc.		03/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FMP Agency Services, LLC, as Collateral Agent		
Street Address:	21 Custom House Street, 10th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
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:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$215.00 5123006

DATE SIGNED:	04/04/2022
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Total Attachments: 6

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the Intercreditor Agreement referred to below) pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Truist Bank, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of December 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among TVG-Academic Partnerships Acquisition Corp., TVG-Academic Partnerships Intermediate, LLC, and effective upon the consummation of, and after giving effect to, the Acquisition and the Closing Date assignment and assumption, Academic Partnerships, LLC, the lenders from time to time party thereto and Truist Bank, as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of December 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Truist Bank, as First Lien Collateral Agent, FMP Agency Services, LLC, as Second Lien Collateral Agent, TVG-Academic Partnerships Acquisition Corp., TVG-Academic Partnerships Intermediate, LLC, and effective upon the consummation of, and after giving effect to, the Acquisition and the Closing Date assignment and assumption, Academic Partnerships, LLC, and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2022 (this “Agreement”), among SYNERGIS EDUCATION, INC., a Delaware corporation (the “Grantor”), and FMP AGENCY SERVICES, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Note Purchase Agreement, dated as of December 12, 2019 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Note Purchase Agreement”), among TVG-ACADEMIC PARTNERSHIPS ACQUISITION CORP., a Delaware corporation (“Holdings”), TVG-ACADEMIC PARTNERSHIPS INTERMEDIATE, LLC, a Delaware limited liability company (to be merged with ACADEMIC PARTNERSHIPS, LLC, a Delaware limited liability company) (the “Issuer”), the other GRANTORS from time to time party thereto, the Purchasers from time to time party thereto, the Collateral Agent, and the other parties thereto, 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 Holdings, the Issuer, the other grantors from time to time party thereto and the Collateral Agent. The Noteholders have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Note Purchase Agreement. The Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to induce the Noteholders to purchase additional Notes and as consideration for Notes 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 Note 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.

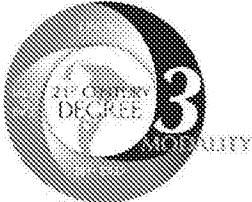
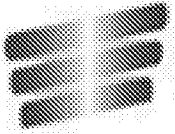
SYNERGIS EDUCATION, INC., as Grantor

By 
Name: Adnan Nisar
Title: Vice President

**FMP AGENCY SERVICES, LLC, as
Collateral Agent**

By  _____
Name: John Schnabel
Title: Vice President

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