TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866262

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		01/05/2024	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH
Street Address:	600 Washington Boulevard
Internal Address:	10th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2706194	TARGETX
Registration Number:	5589113	TARGET X
Registration Number:	5589112	TARGETX

CH $90.00 2706194

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

ATTORNEY DOCKET NUMBER:	217730/2882
NAME OF SUBMITTER:	Kendall Ickes
SIGNATURE:	/kendall ickes/
DATE SIGNED:	01/06/2024

Total Attachments: 6
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Execution Version

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this "Assignment and Assumption") is entered into as of January 5, 2024 (the "Effective Date") by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, with a principal address at 11 Madison Avenue, 9th Floor, New York, Y 10010 (the "Resigning Agent") to UBS AG, STAMFORD BRANCH, with a principal address at 600 Washington Boulevard, 10th Floor, Stamford, CT 06901 ("Successor Agent"). Capitalized terms used by not defined herein shall have the meanings given to them in the Credit Agreement, Collateral Agreement or Intellectual Property Security Agreements, as applicable.

Reference is made to (i) that certain Credit Agreement, dated as of December 20, 2019, among the Borrower, Holdings, the Lenders and Issuing Banks party thereto and Resigning Agent, as administrative agent for the Lenders and as collateral agent for the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified as of the Effective Date, the "Credit Agreement"); (ii) that certain Collateral Agreement, dated as of December 20, 2019, among Holdings, the Borrower, the other Grantors from time to time party thereto and the Resigning Agent (as amended, restated, amended and restated, supplemented or otherwise modified as of the Effective Date, the "Collateral Agreement"); and (iii) each of the following agreements made by the applicable Grantor(s) and the Resigning Agent (collectively, the "Intellectual Property Security Agreements"):

- Patent Security Agreement, dated as of December 20, 2019, recorded with the United States Patent and Trademark Office on December 20, 2019 at Reel/Frame 051350/0419;
- Trademark Security Agreement, dated as of December 20, 2019, recorded with the United States Patent and Trademark Office on December 20, 2019 at Reel/Frame 6823/0745;
- Trademark Security Agreement, dated as of September 30, 2020, recorded with the United States Patent and Trademark Office on September 30, 2020 at Reel/Frame 7076/0406; and
- Trademark Security Agreement, dated as of May 5, 2021, recorded with the United States Patent and Trademark Office on May 6, 2021 at Reel/Frame 7282/0988;

WHEREAS, pursuant to the Intellectual Property Security Agreements, each Grantor thereunder, as applicable, granted to the Resigning Agent, as security for the payment or performance, as the case may be, in full of the Secured Obligations for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the Patent Collateral and Trademark Collateral, as applicable, including the issued patent and trademark registrations listed on Schedule A hereto (collectively, the "IP Collateral");

WHEREAS, Resigning Agent and Successor Agent are parties to that certain Successor Agent Appointment and Agency Transfer Agreement, dated as of January 5, 2024 (the "Successor Agent Agreement"), which governs the resignation of Resigning Agent, as Administrative Agent and Collateral Agent, and the appointment of Successor Agent, as successor Administrative Agent and Collateral Agent; and

WHEREAS, Resigning Agent and Successor Agent have agreed to execute this Assignment and Assumption to evidence the transfer and assignment of Resigning Agent's interest in the Intellectual Property Security Agreements for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Resigning Agent and Successor Agent hereby agree as follows:

As of the Effective Date, Resigning Agent hereby transfers, assigns, grants and conveys unto Successor Agent, for the benefit of the Secured Parties, and Successor Agent hereby assumes from Resigning Agent, all of Resigning Agent's right, title and interest in and to the Intellectual Property Security Agreements

for the benefit of the Secured Parties, together with all attendant liens, rights, title, assignments and interests (including security interests) in and to the IP Collateral.

From and after the Effective Date, (a) each reference in the Intellectual Property Security Agreements to "Collateral Agent" shall be deemed to be a reference to Successor Agent, in its capacity as successor Collateral Agent, (b) Successor Agent shall have the rights, titles and interests of the Collateral Agent under the Intellectual Property Security Agreements and shall be bound by the provisions thereof, and (c) Resigning Agent shall relinquish its rights, titles and interests and be discharged from its obligations under the Intellectual Property Security Agreements, except to the extent otherwise expressly provided in the Successor Agent Agreement.

THIS ASSIGNMENT AND ASSUMPTION SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Assignment and Assumption may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption or any other document required to be delivered hereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. Without limiting the foregoing, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

[*Signature page follows*]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption to be executed by its duly authorized officer as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Resigning Agent

By: _____
Name: Vipul Dhadda
Title: Authorized Signatory

By: _____
Name: Heesu Sin
Title: Authorized Signatory

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REEL: 008310 FRAME: 0090

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment and Assumption to be executed by its duly authorized officer as of the Effective Date.

UBS AG, STAMFORD BRANCH,
as Successor Agent

By: _____

Name: Peter Hazoglou / Danielle Calo
Title: Authorized Signatory / Associate Director

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SCHEDULE A

IP COLLATERAL

Patent Collateral

Patent Security Agreement, dated as of December 20, 2019, recorded with the United States Patent and Trademark Office on December 20, 2019 at Reel/Frame 051350/0419:

Title	Application No.	Filing Date	Patent No.	Issue Date
Methods and Systems for Centralizing an Application Process	11/804,213	May 16, 2007	US7973979	November 20, 2008

Trademark Collateral

Trademark Security Agreement, dated as of December 20, 2019, recorded with the United States Patent and Trademark Office on December 20, 2019 at Reel/Frame 6823/0745:

Trademark & Design	Serial No.	Filing Date	Registration No.	Registration Date	Registered Owner
CAS	85235785	February 7, 2011	4111055	March 13, 2012	Liaison International LLC
CLINCEVAL	85235777	February 2, 2011	4019332	August 30, 2011	Academic Software Plus, LLC
GRADMIT	85240506	February 11, 2011	4019548	August 30, 2011	Academic Software Plus, LLC
WEBADMIT	85235776	February 7, 2011	4019331	August 30, 2011	Academic Software Plus, LLC
EACCREDITATION eaccreditation	85450072	October 18, 2011	4374429	July 30, 2013	Liaison International LLC
UNICAS	86118795	November 14, 2013	4563458	July 8, 2014	Liaison International LLC
SLIDEROOM	86151047	December 23, 2013	4669973	January 13, 2015	Slideroom Technologies, Inc.
SLIDEROOM SlideRoom	77931819	February 9, 2010	3856154	October 5, 2010	Slideroom Technologies, Inc.
	86151034	December 23, 2013	4669972	January 13, 2015	Slideroom Technologies, Inc.
TIME2TRACK TIME2TRACK	78873814	May 1, 2006	3209139	February 13, 2007	Time2track Holdings LLC

Trademark Security Agreement, dated as of September 30, 2020, recorded with the United States Patent and Trademark Office on September 30, 2020 at Reel/Frame 7076/0406:

Trademark & Design	Serial No.	Filing Date	Registration No.	Registration Date	Registered Owner
	76246679	4/23/2001	2706194	04/15/2003	TARGETX.COM LLC
	87731686	12/22/2017	5589113	10/23/2018	TARGETX.COM LLC
TARGETX	87731630	12/22/2017	5589112	10/23/2018	TARGETX.COM LLC

Trademark Security Agreement, dated as of May 5, 2021, recorded with the United States Patent and Trademark Office on May 6, 2021 at Reel/Frame 7282/0988:

Trademark & Design	Serial No.	Filing Date	Registration No.	Registration Date	Registered Owner
HIGHER INTELLIGENCE FOR HIGHER EDUCATION	88927376	5/21/20	6221132	12/15/20	Othot, LLC