

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI33407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MODERN CAMPUS USA INC.		02/16/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TC Lending, LLC		
<b>Street Address:</b>	2100 McKinney Avenue, Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4511633	NUCLOUD	
<b>Registration Number:</b>	6234435	EXPLORE	
<b>Registration Number:</b>	5561196	TAKING EDUCATION HIGHER	
<b>Registration Number:</b>	5271392	PRESENCE	
<b>Registration Number:</b>	6881711	FACULTY TEXTING	
<b>Registration Number:</b>	6668577	VOICE OF THE STUDENT	
<b>Registration Number:</b>	5348086	BLENDED MESSAGING	
<b>Registration Number:</b>	4921995	SIGNAL VINE	
<b>Registration Number:</b>	4921994	SIGNAL VINE	
<b>Registration Number:</b>	3228680	AUGUSOFT	
<b>Registration Number:</b>	5154412	LUMENS	
<b>Registration Number:</b>	3181681	L LUMENS	
<b>Registration Number:</b>	5651296	CONNECTED CURRICULUM	
<b>Registration Number:</b>	6159369	REGISTER STUDENT SCHEDULING BY V SB	
<b>Registration Number:</b>	5560538	DIGARC	
<b>Registration Number:</b>	7221852	LUMENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2129693000  
**Email:** ypan@proskauer.com,hsuh@proskauer.com  
**Correspondent Name:** Hyun Seung Suh  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	74267.069
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<b>NAME OF SUBMITTER:</b>	Yuming Pan
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<b>SIGNATURE:</b>	Yuming Pan
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<b>DATE SIGNED:</b>	02/16/2024
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**Total Attachments: 6**

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source=Modern Campus - Trademark Security Agreement (Reorganization)#page6.tif

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of February 16, 2024, by **MODERN CAMPUS USA INC.**, a California corporation (the “Grantor”), in favor of TC Lending, LLC, in its capacity as administrative agent for certain secured parties (“Administrative Agent”).

**WITNESSETH:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 8, 2021, by and among **DA PLEDGOR, LLC**, a Delaware limited liability company (“Holdings”), **DESTINY SOLUTIONS PARENT HOLDING COMPANY**, a Delaware corporation (“Parent”) and together with the Grantor, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Modern Campus, 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, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Security Agreement, dated as 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, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, the 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 the 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, the 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, the 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.** The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of the 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. The 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.

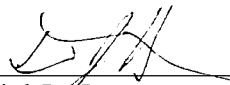
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MODERN CAMPUS USA INC.**, a California corporation

By:  \_\_\_\_\_  
Name: Daniel J. Haynes  
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**TC LENDING, LLC,**  
as Administrative Agent





By: \_\_\_\_\_

Name: Robert (Bo) Stanley

Title: President

**Schedule A**  
**U.S. Trademarks**  
**Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Filed</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
NUCLOUD	85731962	09/08/2012	4511633	04/08/2014	Registered
EXPLORE	88329232	03/07/2019	6234435	12/29/2020	Registered
TAKING EDUCATION HIGHER	87847881	03/23/2018	5561196	09/11/2018	Registered
PRESENCE	87975223	07/06/2016	5271392	08/22/2017	Registered
FACULTY TEXTING	97054297	09/30/2021	66881711	10/18/2022	Registered
VOICE OF THE STUDENT	90520636	02/09/2021	6668577	03/08/2022	Registered
BLENDED MESSAGING	87475295	06/05/2017	5348086	11/28/2017	Registered
SIGNAL VINE 	86622523	05/07/2015	4921995	03/22/2016	Registered
SIGNAL VINE	86622467	05/07/2015	4921994	03/22/2016	Registered
AUGUSOFT <b>Augu'soft</b>	78607268	04/12/2005	3228680	04/10/2007	Registered
LUMENS	87017481	04/28/2016	5154412	03/07/2017	Registered
L LUMENS 	78501702	10/18/2004	3181681	12/05/2006	Registered

<b>Mark</b>	<b>Application No.</b>	<b>Filed</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
CONNECTED CURRICULUM	87789646	02/08/2018	5651296	01/08/2019	Registered
REGISTER STUDENT SCHEDULING BY V SB	88477479	06/18/2019	6159369	09/22/2020	Registered
DIGARC	87783829	02/05/2018	5560538	09/11/2018	Registered
LUMENS	97506806	07/17/2022	7221852	11/21/2023	Registered