

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM329169

<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>
GHG Acquisition Inc.		12/29/2014	CORPORATION: DELAWARE
CIP OCL Holdings, Inc.		12/29/2014	CORPORATION: DELAWARE
CIP OCL Acquisition, Inc.		12/29/2014	CORPORATION: DELAWARE
Oncourse Learning Corporation		12/29/2014	CORPORATION: DELAWARE
Proschools Acquisition Company		12/29/2014	CORPORATION: DELAWARE
Proschools, Inc.		12/29/2014	CORPORATION: OREGON
Keen Skills, Inc.		12/29/2014	CORPORATION: FLORIDA
American Home Inspectors Training Institute, Ltd.		12/29/2014	CORPORATION: WISCONSIN
Advanced Education Systems, LLC.		12/29/2014	LIMITED LIABILITY COMPANY: MARYLAND
Compliance Management Services, LLC.		12/29/2014	LIMITED LIABILITY COMPANY: MARYLAND
Digital University, Inc.		12/29/2014	CORPORATION: CALIFORNIA
Corporate Training Technologies, LLC		12/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH STREET FINANCE CORP.		
<b>Street Address:</b>	777 West Putnam Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76244624	BLEND VOCATION WITH VACATION	
<b>Serial Number:</b>	76518226	CE DIRECT	
<b>Serial Number:</b>	74327739	MOVING NETWORK	

CH \$265.00 76244624

Property Type	Number	Word Mark
Serial Number:	74618182	NURSEWEEK
Serial Number:	73706456	NURSING SPECTRUM
Serial Number:	77523804	NURSING SPECTRUM
Serial Number:	74341626	NURSING SPECTRUM
Serial Number:	78555823	NUTRITION DIMENSION
Serial Number:	77494017	TODAY IN OT
Serial Number:	77070123	TODAY IN PT

#### CORRESPONDENCE DATA

**Fax Number:** 7145469035

*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:** 714-641-5100

**Email:** fsanders@rutan.com

**Correspondent Name:** RUTAN & TUCKER, LLP

**Address Line 1:** 611 Anton Blvd.

**Address Line 2:** Suite 1400

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	024969.0156
<b>NAME OF SUBMITTER:</b>	Hani Z. Sayed
<b>SIGNATURE:</b>	/Hani Z. Sayed/
<b>DATE SIGNED:</b>	01/15/2015

#### Total Attachments: 16

source=Annex024969-0156#page1.tif  
source=Annex024969-0156#page2.tif  
source=Annex024969-0156#page3.tif  
source=Annex024969-0156#page4.tif  
source=Annex024969-0156#page5.tif  
source=Annex024969-0156#page6.tif  
source=Annex024969-0156#page7.tif  
source=Annex024969-0156#page8.tif  
source=Annex024969-0156#page9.tif  
source=Annex024969-0156#page10.tif  
source=Annex024969-0156#page11.tif  
source=Annex024969-0156#page12.tif  
source=Annex024969-0156#page13.tif  
source=Annex024969-0156#page14.tif  
source=Annex024969-0156#page15.tif  
source=Annex024969-0156#page16.tif

## ANNEX TO TRADEMARK SECURITY AGREEMENT

This ANNEX TO TRADEMARK SECURITY AGREEMENT (this "Annex") dated as of December 29, 2014, by and among GHG ACQUISITION, INC., a Delaware corporation (the "New Grantor"), CIP OCL HOLDINGS, INC., a Delaware corporation, CIP OCL ACQUISITION, INC., a Delaware corporation, ONCOURSE LEARNING CORPORATION, a Delaware corporation, PROSCHOOLS ACQUISITION COMPANY, a Delaware corporation, PROSCHOOLS, INC., an Oregon corporation, KEEN SKILLS, INC., a Florida corporation, AMERICAN HOME INSPECTORS TRAINING INSTITUTE, LTD., a Wisconsin corporation, ADVANCED EDUCATION SYSTEMS, LLC, a Maryland limited liability company, COMPLIANCE MANAGEMENT SERVICES, LLC, a Maryland limited liability company, DIGITAL UNIVERSITY, INC., a California corporation, and CORPORATE TRAINING TECHNOLOGIES, LLC, a Delaware limited liability company (jointly and severally, individually and collectively with the New Grantor, "Grantor") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and certain other Lenders ("Agent"), shall be attached and supplements that certain Trademark Security Agreement dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") by and among Grantor and Agent. The capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower (as defined in the Credit Agreement), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 2.15 of the Credit Agreement, any direct or indirect Subsidiaries of Grantor, including the New Grantor, must execute and deliver certain Loan Documents, including the Trademark Security Agreement, and the execution of the Trademark Security Agreement by the New Grantor may be accomplished by the execution of this Annex by Grantor in favor of Agent, for the benefit of the Lenders;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. New Grantor, by its signature below, becomes a "Grantor" under the Trademark Security Agreement with the same force and effect as if originally named therein as a "Grantor," and New Grantor hereby (a) agrees to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Grantor" thereunder and (b) represents and warrants that the representations and warranties made by it as a "Grantor" thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, New Grantor, as security for the payment and performance in full of the

Obligations, does hereby grant, assign, and pledge to Agent, for the benefit of Lenders, a security interest in and to all Trademark Collateral of New Grantor to secure the full and prompt payment of the Obligations. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include the New Grantor. The Trademark Security Agreement is incorporated herein by reference.

2. New Grantor represents and warrants to Agent that this Annex has been duly executed and delivered by New Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except, in any case, as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether the application of such principles is considered in a court of equity or at law)).

3. Schedule I to the Trademark Security Agreement is hereby supplemented by adding the information set forth in Schedule I attached hereto.

4. This Annex may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.


6. This Annex shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties have caused this Annex to Trademark Security Agreement to be executed and delivered by its duly authorized person as of the date first set forth above.

**"Grantor"**

CIP OCL HOLDINGS, INC.,  
a Delaware corporation

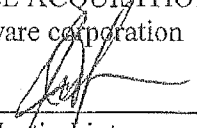
By:  \_\_\_\_\_

Name: Justin Lipton

Title: Authorized Person


[SIGNATURE PAGES FOLLOW]

CIP OCL ACQUISITION, INC.,  
a Delaware corporation

By:   
Name: Justin Lipton  
Title: Authorized Person


[SIGNATURE PAGE FOLLOWS]

ONCOURSE LEARNING CORPORATION,  
a Delaware corporation

By:   
Name: Patrick Sheahan  
Title: President and CEO

[SIGNATURE PAGE FOLLOWS]

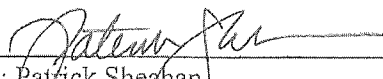
PROSCHOOLS ACQUISITION COMPANY,  
a Delaware corporation

By:   
Name: Patrick Sheahan  
Title: President and CEO

[SIGNATURE PAGE FOLLOWS]



PROSCHOOLS, INC.,  
an Oregon corporation

By:   
Name: Patrick Sheehan  
Title: President and CEO

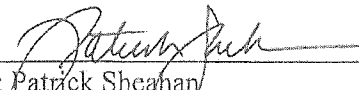
[SIGNATURE PAGE FOLLOWS]

KEEN SKILLS, INC.,  
a Florida corporation

By:   
Name: Matthew Geske  
Title: CFO


[SIGNATURE PAGE FOLLOWS]

AMERICAN HOME INSPECTORS TRAINING INSTITUTE, LTD.,  
a Wisconsin corporation

By:   
Name: Patrick Sheahan  
Title: President and CEO


[SIGNATURE PAGE FOLLOWS]

ADVANCED EDUCATION SYSTEMS, LLC,  
a Maryland limited liability company

By:   
Name: Patrick Sheahan  
Title: President and CEO

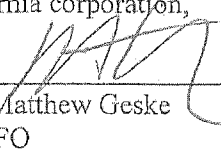
[SIGNATURE PAGE FOLLOWS]

COMPLIANCE MANAGEMENT SERVICES,  
LLC, a Maryland limited liability company

By:   
Name: Patrick Sheahan  
Title: President and CEO

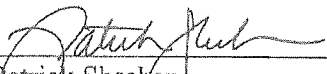
[SIGNATURE PAGE FOLLOWS]

DIGITAL UNIVERSITY, INC.,  
a California corporation,

By:   
Name: Matthew Geske  
Title: CFO

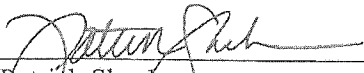
[SIGNATURE PAGE FOLLOWS]

CORPORATE TRAINING TECHNOLOGIES, LLC,  
a Delaware limited liability company

By:   
Name: Patrick Sheahan  
Title: President and CEO

[SIGNATURE PAGE FOLLOWS]

GHG ACQUISITION, INC.,  
a Delaware corporation

By:   
Name: Patrick Sheahan  
Title: President and Chief Executive Officer

[SIGNATURE PAGES FOLLOW]



"Agent"

FIFTH STREET FINANCE CORP.,  
a Delaware corporation, as Administrative Agent

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By: Ivelin M. Dimitrov  
Ivelin M. Dimitrov  
Chief Investment Officer

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

USA	BLEND VOCATION WITH VACATION	76244624	4/23/01	2517352	12/11/01	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	CE DIRECT	76518226	5/29/03	2833421	4/13/04	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	MOVING NETWORK	74327739	11/2/94	1782891	7/20/93	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	NURSEWEEK	74618182	1/5/95	1938802	11/28/95	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	NURSING SPECTRUM	73706456	1/19/88	1500500	8/16/88	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	NURSING SPECTRUM	77523804	7/16/08	3630110	6/2/09	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	NURSING SPECTRUM	74341626	12/21/92	1785530	8/3/93	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	NUTRITION DIMENSION	78555823	1/28/05	3054507	1/31/06	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	TODAY IN OT	77494017	6/9/08	3699919	10/20/09	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>
USA	TODAY IN PT	77070123	12/22/06	3481301	8/5/08	GANNETT SATELLITE INFORMATION NETWORK, INC. <sup>1</sup>

<sup>1</sup> An assignment agreement will be filed with the United States Patent and Trademark Office.