

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellucian Inc.		09/30/2015	CORPORATION: VIRGINIA
Ellucian Company L.P.		09/30/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W Trade Street		
Internal Address:	NCI-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3179234	DATATEL	
Registration Number:	2989646	COLLEAGUE	
Registration Number:	2989648	COLLEAGUE	
Registration Number:	1628728	DATATEL	
Registration Number:	1633172	BANNER	
Registration Number:	1626872	BANNER	
Registration Number:	2890110	LUMINIS	
Registration Number:	1765792	SCT	
Registration Number:	1783875	SCT	
Registration Number:	1789590	SCT	
Registration Number:	4443019	ELLUCIAN GO	
Registration Number:	4380887	ELLUCIAN	
Registration Number:	4380888	ELLUCIAN	
Registration Number:	4318616	ELLUCIAN	
Registration Number:	4314534	ELLUCIAN	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$390.00 3179234

Fax Number: 6172359493

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: 617.951.7000

Email: trademarks@ropesgray.com

Correspondent Name: Daniel J. Coyne, Ropes & Gray LLP

Address Line 1: 800 Boylston Street

Address Line 2: Prudential Tower

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	105444-8565-003
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NAME OF SUBMITTER:	Daniel J. Coyne
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SIGNATURE:	/Daniel J. Coyne/
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DATE SIGNED:	09/30/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of September 30, 2015, by and among **ELLUCIAN INC.**, a Virginia corporation ("Ellucian"), and **ELLUCIAN COMPANY L.P.**, a Delaware limited partnership (together with Ellucian, each, a "Grantor", and collectively, the "Grantors") and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of September 30, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each of the Grantors hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each of the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

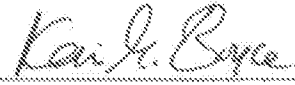
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed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

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

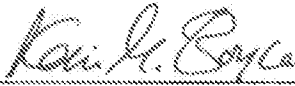
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELLUCIAN INC.

By: 
Name: Kevin M. Boyce
Title: Chief Financial Officer

ELLUCIAN COMPANY L.P.

By: 
Name: Kevin M. Boyce
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005633 FRAME: 0390

Accepted and Agreed:

BANK OF AMERICA, N.A.,

as Collateral Agent

By: _____



Name: Gregory Roetting

Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 005633 FRAME: 0391

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
DATATEL [LOGO]	78,457,427	3,179,234	Ellucian Inc.
COLLEAGUE	78,444,604	2,989,646	Ellucian Inc.
COLLEAGUE	78,444,619	2,989,648	Ellucian Inc.
DATATEL	73,829,307	1,628,728	Ellucian Inc.
Banner	74,035,192	1,633,172	Ellucian Company L.P.
Banner	74,035,191	1,626,872	Ellucian Company L.P.
Luminis	78,141,304	2,890,110	Ellucian Company L.P.
SCT	73,637,770	1,765,792	Ellucian Company L.P.
SCT	73,637,769	1,783,875	Ellucian Company L.P.
SCT	73,637,771	1,789,590	Ellucian Company L.P.
ELLUCIAN GO	85,892,101	4,443,019	Ellucian Company L.P.
ELLUCIAN	85,569,141	4,380,887	Ellucian Company L.P.
ELLUCIAN	85,569,153	4,380,888	Ellucian Company L.P.
ELLUCIAN	85,569,185	4,318,616	Ellucian Company L.P.
ELLUCIAN	85,569,168	4,314,534	Ellucian Company L.P.