TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CL NewCo, Inc.		11/25/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 3000
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4071780	CAMPUS LABS
Registration Number:	3046038	COLLEGIATELINK
Registration Number:	3889154	COMPLIANCE ASSIST!
Registration Number:	3717502	STUDENTVOICE
Registration Number:	3717501	STUDENTVOICE

CORRESPONDENCE DATA

Fax Number: 2129408776

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: 212-940-6522
Email: christine.guthrie@kattenlaw.com
Correspondent Name: Christine Guthrie
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	342663.00128
NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/christineguthrie/
DATE SIGNED:	11/25/2015
Total Attachments: 4	

CH $140.00 4071780

source=TrademarksCLNewCo#page1.tif
source=TrademarksCLNewCo#page2.tif
source=TrademarksCLNewCo#page3.tif
source=TrademarksCLNewCo#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of November 25, 2015, by CL NewCo, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 25, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

TRADEMARK
REEL: 005676 FRAME: 0549

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CL NEWCO, INC.,
as Grantor

By: _____
Name: Eric M. Geveda
Title: Vice President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
as of the date first written above:

NXT CAPITAL, LLC,
as Agent

By_____
Name: Patrick Koehl
Title: Director

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Date Registered
CAMPUS LABS	4071780	12/13/2011
COLLEGIATELINK	3046038	1/17/2006
COPMLIANCEASSIST!	3889154	3/23/2010
STUDENTVOICE	3717502	9/16/2008
STUDENTVOICE	3717501	9/16/2008

TRADEMARK APPLICATIONS

None.