TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Education Networks of America, Inc.		05/06/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TCW Asset Management Company LLC
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4708298	ENA AIR
Registration Number:	4707662	EDUCATION NETWORKS OF AMERICA
Registration Number:	4707658	EN@
Registration Number:	3575328	ENA SERVICES AN EN@ COMPANY
Registration Number:	3563673	ENA SERVICES AN EN@ COMPANY
Registration Number:	3563670	ENA SERVICES
Registration Number:	3563664	EN@ SERVICE IS THE SOLUTION
Registration Number:	3563663	EN@ EDUCATION NETWORKS OF AMERICA
Registration Number:	3563662	EN@
Registration Number:	4699375	ENA
Registration Number:	4901405	ENA SMARTCONFERENCE
Registration Number:	4901404	ENA SMARTVOICE
Serial Number:	86690346	ENA SMARTLINK
Serial Number:	86690343	ENA SMARTFAX
Serial Number:	86690341	ENA TOLL-FREE

OP $390.00 4708298

CORRESPONDENCE DATA

Fax Number: 6172484000

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.

Email:	tmadmin@choate.com
Correspondent Name:	Sara M. Bauer
Address Line 1:	Two International Place
Address Line 2:	Choate Hall & Stewart LLP
Address Line 4:	Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	08/10/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of TCW Asset Management Company LLC ("TCW"), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 6, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Co-Borrowers, Holdings, the other Guarantors from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and TCW, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Co-Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Co-Borrowers, except with respect to the obligations of the other Co-Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Co-Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Co-Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

EDUCATION NETWORKS OF AMERICA, INC.,
as a Grantor

By: _____
Name: Rex Miller
Title: Senior Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

TCW ASSET MANAGEMENT COMPANY LLC
as Administrative Agent

By: _____
Name: Suzanne Grosso
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule 1

U.S. Registered Trademarks

Owner	Trademark Name	Registration No.	Registration Date	Jurisdiction
EDUCATION NETWORKS OF AMERICA, INC.	ENA AIR	4708298	March 24, 2015	United States
EDUCATION NETWORKS OF AMERICA, INC.	EDUCATION NETWORKS OF AMERICA	4707662	March 24, 2015	United States
EDUCATION NETWORKS OF AMERICA, INC.	EN@	4707658	March 24, 2015	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA SERVICES AN EN@ COMPANY	3575328	February 17, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA SERVICES AN EN@ COMPANY	3563673	January 20, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA SERVICES	3563670	January 20, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	EN@ SERVICE IS THE SOLUTION	3563664	January 20, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	EN@ EDUCATION NETWORKS OF AMERICA	3563663	January 20, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	EN@	3563662	January 20, 2009	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA	4699375	March 10, 2015	United States

EDUCATION NETWORKS OF AMERICA, INC.	ENA SMARTCONFERENCE	4901405	February 16, 2016	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA SMARTVOICE	4901404	February 16, 2016	United States

U.S. Trademark Applications

Owner	Trademark Name	Serial No.	Application Date	Jurisdiction
EDUCATION NETWORKS OF AMERICA, INC.	ENA SMARTLINK	86690346	July 11, 2015	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA SMARTFAX	86690343	July 11, 2015	United States
EDUCATION NETWORKS OF AMERICA, INC.	ENA TOLL-FREE	86690341	July 11, 2015	United States