

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453696

<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>
The Expert Institute Group, Inc.		12/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	436 Slater Road		
<b>City:</b>	New Britain		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06053		
<b>Entity Type:</b>	National Banking Association: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87445708		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<i>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.</i>			
<b>Phone:</b>	4045725100		
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	06726.015042		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sallysexton/		
<b>DATE SIGNED:</b>	12/07/2017		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2017, is made by The Expert Institute Group, Inc., as grantor (in such capacity, the “Grantor”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent and collateral agent (in such capacity, together with any of its permitted successors in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2017 (as the same may be amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), TEIG Purchaser, Inc., a Delaware corporation, The Expert Institute Group, Inc., a Delaware corporation, as borrower (in such capacity, the “Borrower”), the several banks and other financial institutions or entities from time to time party to this Agreement (each a “Lender” and, collectively, the “Lenders”), Webster Bank, National Association, as the Issuing Lender and the Swingline Lender, and the Administrative Agent, the Lenders and the Issuing Lenders (as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement, dated as of December 7, 2017 in favor of the Administrative Agent (as the same may be amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Grantors (as defined in the Guarantee and Collateral Agreement); and

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lenders to make their respective extensions of credit to the Borrower thereunder, the 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 Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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

the 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 the Grantor (to the extent not constituting Excluded Assets) (the “Trademark Collateral”):

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Assets), 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 claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, Taxes, commissions, charges, disbursements and expenses 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.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Trademark Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder, consistent with Grantor’s obligation and subject to the limitations otherwise set forth in the Guarantee and Collateral Agreement.

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. Delivery of an

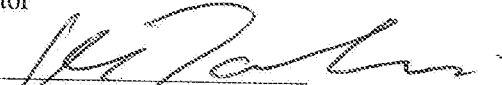
executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT 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, the 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.

THE EXPERT INSTITUTE GROUP, INC., as  
Grantor

By:   
Name: Michael Talve  
Title: Chief Executive Officer

[Signature Page to Trademark Agreement]

TRADEMARK  
REEL: 006223 FRAME: 0597

ACCEPTED AND AGREED  
as of the date first above written:

**WEBSTER BANK, NATIONAL ASSOCIATION**  
as Administrative Agent

By: Annie Fisher  
Name: Annie Fisher  
Title: Director

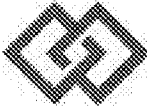
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006223 FRAME: 0598**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	Status	Owner
Design Only 	87445708 11-MAY-2017	N/A	45	Published (Pending)	The Expert Institute Group, Inc.