

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM601733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellucian Company L.P.		10/07/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Collateral Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
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:	4443019	ELLUCIAN GO	
Registration Number:	4380887	ELLUCIAN	
Registration Number:	4380888	ELLUCIAN	
Registration Number:	4318616	ELLUCIAN	
Registration Number:	4314534	ELLUCIAN	
Registration Number:	5935061	E ELLUCIAN	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		

TRADEMARK

Address Line 1:	Proskauer Rose LLP
Address Line 2:	One International Place, 23rd Floor
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082 / 106
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/08/2020

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 7, 2020, by and among Ellucian Company L.P., a Delaware limited partnership (“Grantor”) and KKR Loan Administration Services LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Second Lien Pledge and Security Agreement, dated as of October 7, 2020 (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 Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor 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. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. 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 Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Junior Priority Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the Security Agreement as supplemented hereby are subject to the terms and provisions of the Junior Priority Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Junior Priority Intercreditor Agreement dated as of October 6, 2020, among Bank of America, N.A., as First Lien Collateral Agent, KKR Loan Administration Services LLC, as Initial Second Lien Representative, the Holdings Entities, the Company and the other parties thereto from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the “Junior Priority Intercreditor Agreement”). In the event of any conflict between the terms of the Junior Priority Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Junior Priority Intercreditor Agreement shall govern.

SECTION 6. 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. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

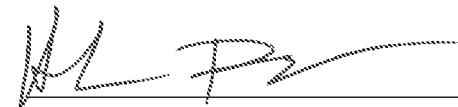
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

ELLUCIAN COMPANY L.P.

By:

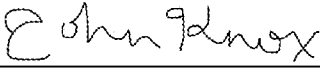
A handwritten signature in black ink, appearing to read 'H. Bhangdia', is written over a horizontal line.

Name: Harshan Bhangdia

Title: Chief Financial Officer and
Executive Vice President

Accepted and Agreed:

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: 
Name: John Knox
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007072 FRAME: 0684

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Registration Date	Registration No.	Owner
COLLEAGUE	8/30/2005	2,989,646	Ellucian Company L.P.
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DATATEL	12/18/1990	1,628,728	Ellucian Company L.P.
BANNER	1/29/1991	1,633,172	Ellucian Company L.P.
BANNER	12/11/1990	1,626,872	Ellucian Company L.P.
LUMINIS	9/28/2004	2,890,110	Ellucian Company L.P.
ELLUCIAN GO	12/3/2013	4,443,019	Ellucian Company L.P.
ELLUCIAN	8/6/2013	4,380,887	Ellucian Company L.P.
ELLUCIAN	8/6/2013	4,380,888	Ellucian Company L.P.
ELLUCIAN	4/9/2013	4,318,616	Ellucian Company L.P.
ELLUCIAN	4/2/2013	4,314,534	Ellucian Company L.P.
E ELLUCIAN & e Logo	12/17/2019	5,935,061	Ellucian Company L.P.

[Signature Page to Trademark Security Agreement]