

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Othot, LLC	FORMERLY Othot Inc.	05/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6221132	HIGHER INTELLIGENCE FOR HIGHER EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	217730/2882		
NAME OF SUBMITTER:	Kendall Ickes		
SIGNATURE:	/kendall ickes/		
DATE SIGNED:	05/06/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2021 (this "Agreement"), between OTHOT, LLC (f/k/a Othot Inc.), a Delaware limited liability company, with a principal address at 501 Holiday Drive, Suite 115, Pittsburgh, PA 15220 (the "Grantor") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, with a principal address at 11 Madison Avenue, 9th Floor, New York, NY 10010, as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement, dated as of December 20, 2019 (as amended by the Incremental Facility Amendment, dated as of September 30, 2020, and as further amended by the Refinancing and Incremental Facility Amendment, dated as of March 11, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LIGH PARENT, LLC, a Delaware limited liability company ("Holdings"), LI GROUP HOLDINGS, INC., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Administrative Agent and as the Collateral Agent, and (b) the Collateral Agreement, dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement. For purposes of this Agreement, "Trademarks" shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all reissues, continuations, extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule I attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than (A) indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending and (B) Secured Swap Obligations and Secured Cash Management Obligations), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, telecopier or electronic image scan transmission

(e.g., .pdf via electronic mail) shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other party that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

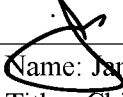
SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

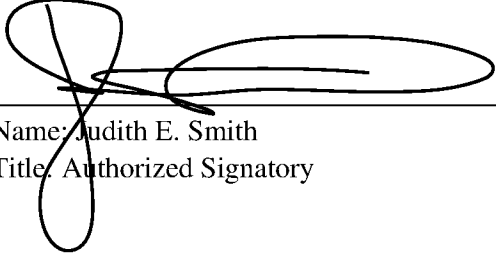
GRANTOR:


OTHOT, LLC, as Grantor

By  _____
Name: James Pluntze
Title: Chief Financial Officer, Treasurer and
Secretary

COLLATERAL AGENT:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By  _____
Name: Judith E. Smith
Title: Authorized Signatory

By  _____
Name: Brady Bingham
Title: Authorized Signatory

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Trademark & Design	Serial No.	Filing Date	Registration No.	Registration Date	Registered Owner
HIGHER INTELLIGENCE FOR HIGHER EDUCATION	88927376	5/21/20	6221132	12/15/20	Othot, LLC

Applications:

None.