

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1208784

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COTULLA ACQUISTIONCO LLC		05/03/2024	Limited Liability Company: DELAWARE
EMPLOYMENT SERVICES, LLC		05/03/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MSD ADMIN SERVICES, LLC		
<b>Street Address:</b>	1 Vanderbilt Avenue, 26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3871749	AVIATION INSTITUTE OF MAINTENANCE	
<b>Registration Number:</b>	3568828	CENTURA COLLEGE	
<b>Registration Number:</b>	3576653	CENTURA INSTITUTE	
<b>Registration Number:</b>	6625051	TIDEWATER TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402701		
<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>	8602402755		
<b>Email:</b>	derek.wayne@morganlewis.com		
<b>Correspondent Name:</b>	Derek Wayne		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Derek Wayne		
<b>SIGNATURE:</b>	Derek Wayne		
<b>DATE SIGNED:</b>	05/03/2024		

OP \$115.00.00 85037797

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2024, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of MSD ADMIN SERVICES, LLC (“MSD”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 3, 2024 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among COTULLA HOLDCO 2 LLC, a Delaware limited liability company (“Holdings”), COTULLA ACQUISITIONCO LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties, the Lenders and the Cash Collateral Providers from time to time party thereto and MSD, as Administrative Agent for the Lenders and the Cash Collateral Providers, the Lenders and the Cash Collateral Providers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; 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 Cash Collateral Providers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Cash Collateral Providers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with 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 Administrative Agent for the benefit of the Secured Parties, and grants to 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 (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

(a) all Trademarks owned by such Grantor (to the extent not constituting Excluded Property), including, without limitation, the Trademark registrations and Trademark applications listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing in clause (a);

(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 in clauses (a) or (b), 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 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

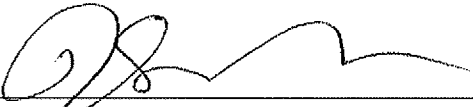
Section 4 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 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.

**COTULLA ACQUISITIONCO LLC**  
as Grantor

By:   
Name: Jared Solomon  
Title: President, Treasurer, and Secretary

**EMPLOYMENT SERVICES, LLC**  
as Grantor


By: \_\_\_\_\_  
Name: Joel English  
Title: Chief Executive Officer

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.

**COTULLA ACQUISITIONCO LLC**  
as Grantor

By: \_\_\_\_\_  
Name: Jared Solomon  
Title: President, Treasurer, and Secretary

**EMPLOYMENT SERVICES, LLC**  
as Grantor

By:  \_\_\_\_\_  
Name: Joel English  
Title: Chief Executive Officer

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008419 FRAME: 0210**

ACCEPTED AND AGREED as of the date first above written:

MSD ADMIN SERVICES, LLC,  
as Administrative Agent

By:   
Name: Marcello Liguori  
Title: Vice President

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008419 FRAME: 0211**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Marks</u>	<u>Record Owner</u>	<u>Jurisdiction Issue</u>	<u>Registration Number</u>	<u>Registration Date</u>
AVIATION INSTITUTE OF MAINTENANCE	Cotulla AcquisitionCo LLC	United States	3871749	11/2/2010
CENTURA COLLEGE	Employment Services, LLC	United States	3568828	2/3/2009
CENTURA INSTITUTE	Employment Services, LLC	United States	3576653	2/17/2009
TIDEWATER TECH	Employment Services, LLC	United States	6625051	1/25/2022