

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zovio Inc		04/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	150 E. 58th Street		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2961509	BRIDGEPOINT	
Registration Number:	4276753	BRIDGEPOINT EDUCATION	
Registration Number:	6351823	CONSTELLATION	
Registration Number:	4616078	DIGITAL SOLUTIONS THAT ADVANCE LEARNING	
Registration Number:	4400884	INNOVATIVE SOLUTIONS THAT ADVANCE LEARNI	
Registration Number:	6564062	SIGNALZ	
Registration Number:	3502622	SMART TRACK	
Registration Number:	4415660	TECHNOLOGY CHANGES EVERYTHING	
Registration Number:	4281485	UNIVERSITY OF THE ROCKIES	
Registration Number:	3691337	WAYPOINT	
Registration Number:	3745877	WAYPOINT OUTCOMES	
Registration Number:	6114416	Z	
Registration Number:	6125379	ZOVIO	
Registration Number:	428961		
Registration Number:	3230906	ASHFORD	
Registration Number:	3220625	ASHFORD UNIVERSITY	
CORRESPONDENCE DATA			

CH \$415.00 2961509

Fax Number: 2127514864

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.

Phone: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	067741-0011
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/Angela M. Amaru
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DATE SIGNED:	04/15/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

April 14, 2022

This TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2022 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of Blue Torch Finance LLC, a Delaware limited liability company “**Blue Torch**”, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “**Collateral Agent**”).

WHEREAS, pursuant to that certain Financing Agreement dated as of April 14, 2022 by and among Zovio Inc, a Delaware corporation, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), the Lenders have agreed to make the Loan to the Borrowers;

WHEREAS, as a condition precedent to the obligation of the Lenders to make the Loan to the Borrowers under the Financing Agreement, the Grantors have entered into a Pledge and Security Agreement, dated as of April 14, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors pledge, assigned and granted to the Collateral Agent (and its agents and designees) for the benefit of the Secured Parties, a continuing security interest in, all personal property in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Financing Agreement.

SECTION 2. Grant of Security Interest

As collateral security for the prompt and complete payment, performance and observance when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of all of the Secured Obligations, each Grantor hereby pledges and assigns to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in the following (the “**Trademark Collateral**”):

(i) all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, (ii) all registrations and applications for the registration thereof (including, without limitation, those listed on **Schedule A** hereto), and all extensions and renewals, together with all goodwill of the business connected with the use of or symbolized by any of the foregoing, (iii) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violations thereof, (iv) all Proceeds of the foregoing, 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 (v) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery

of an original executed counterpart. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or 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 state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

ZOVIO INC

DocuSigned by:
Randy J Hendricks
By: _____
Name: Randy Hendricks
Title: Chief Executive Officer

FULLSTACK ACADEMY, LLC

DocuSigned by:
Randy J Hendricks
By: _____
Name: Randy Hendricks
Title: Authorized Officer

TUTORME, LLC

DocuSigned by:
Randy J Hendricks
By: _____
Name: Randy Hendricks
Title: President

COLLATERAL AGENT:

BLUE TORCH FINANCE LLC

By: Blue Torch Capital LP, its Managing Member

By: DocuSigned by:
Kevin Genda
33D5F77A86E142A...
Name: Kevin Genda
Title: CEO

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark	Application Number	Application Date	Classes	Publication Date	Registration Date	Registration Number	Owner
BRIDGEPOINT	78350139	01/09/2004	041	10/12/2004	06/07/2005	2961509	Zovio Inc
BRIDGEPOINT EDUCATION Stylized	85439058	10/04/2011	041	03/20/2012	01/15/2013	4276753	Zovio Inc
CONSTELLATION	88904090	05/06/2020	09, 41, 42	03/02/2021	05/18/2021	6351823	Zovio Inc
DIGITAL SOLUTIONS THAT ADVANCE LEARNING	86025404	07/31/2013	041		10/07/2014	4616078	Zovio Inc
FULLSTACK & Design	86390917	09/10/2014	041	08/18/2015	11/03/2015	4844019	Fullstack Academy, LLC
FULLSTACK EDUCATION	86390949	09/10/2014	041	08/18/2015	11/03/2015	4844021	Fullstack Academy, LLC
FULLSTACKACADEMY & Design	86390930	09/10/2014	041	08/18/2015	11/03/2015	4844020	Fullstack Academy, LLC
GRACE HOPPER ACADEMY & Design	86873016	01/12/2016	041	01/23/2018	04/10/2018	5440879	Fullstack Academy, LLC

FULLSTACK FOUNDRY	86390961	09/10/2014	041	08/18/2015	11/10/2015	4844022	Fullstack Academy, LLC
INNOVATIVE SOLUTIONS THAT ADVANCE LEARNING	85514954	01/12/2012	041	02/19/2013	09/10/2013	4400884	Zovio Inc
SIGNALZ	90142847	08/27/2020	042	03/09/2021	11/16/2021	6564062	Zovio Inc
SMART TRACK	77200590	06/07/2007	041	11/20/2007	09/16/2008	3502622	Zovio Inc
TECHNOLOGY CHANGES EVERYTHING	85643019	06/05/2012	41	10/30/2012	10/08/2013	4415660	Zovio Inc
TUTORME	87651566	10/19/2017	035, 042	10/09/2018	12/25/2018	5635852	Tutorme, LLC
TUTORME Stylized	86681003	07/01/2015	041	09/13/2016	05/23/2017	5209960	Tutorme, LLC
UNIVERSITY OF THE ROCKIES & Design	85455878	10/25/2011	041	11/13/2012	01/29/2013	4281485	Zovio Inc
WAYPOINT	77557694	08/28/2008	009		10/06/2009	3691337	Zovio Inc
WAYPOINT OUTCOMES	77583826	10/02/2008	009	11/24/2009	02/09/2010	3745877	Zovio Inc
Z Design	88310666	02/21/2019	035, 041, 042	10/15/2019	07/28/2020	6114416	Zovio Inc

ZOVIO	88219542	12/06/2018	035, 041, 042	11/05/2019	08/11/2020	6125379	Zovio Inc
DESIGN ONLY	85443799	10/10/2011			02/12/2013	4289861	Zovio Inc
ASHFORD	78552181	01/22/2005			04/17/2007	3230906	Zovio Inc
ASHFORD UNIVERSITY	78552182	01/22/2005			03/20/2007	3220625	Zovio Inc

TRADEMARK

REEL: 007692 FRAME: 0959

RECORDED: 04/15/2022