

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2U, INC.		06/28/2021	Corporation: DELAWARE
CRITIQUEIT, INC.		06/28/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. WASHINGTON STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3865553	MY TEACHER HERO	
Registration Number:	4367437	2U	
Registration Number:	4367438	2U	
Registration Number:	4392260	CERTIFICATION MAP	
Registration Number:	4364900	TEACHER CERTIFICATION MADE SIMPLE!	
Registration Number:	4392261	HOW TO MBA	
Registration Number:	4744439	BLT	
Registration Number:	4729346	BIDIRECTIONAL LEARNING TOOL	
Registration Number:	4705029	NO BACK ROW	
Registration Number:	5009766	TEACH.COM	
Registration Number:	5194290	CERTIFICATION MAP	
Registration Number:	5194122	CERTIFICATIONMAP.COM	
Registration Number:	5344191	2U	
Registration Number:	5278092	CRITIQUE IT	
Registration Number:	3967209	CRITIQUE IT	
Serial Number:	88437377	ATRIO	
CORRESPONDENCE DATA			

CH \$415.00 3865553

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/137
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NAME OF SUBMITTER:	SOPHIE ZANDER
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SIGNATURE:	/SOPHIE ZANDER/
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DATE SIGNED:	06/30/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2021 (“Trademark Security Agreement”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), is in favor of Alter Domus (US) LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (in such capacity, the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Collateral Agreement dated as of June 28, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Assignee and Alter Domus (US) LLC, as administrative agent (in such capacity, the “Administrative Agent”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Collateral Agreement);

WHEREAS, pursuant to the terms of the Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into Specified Swap Contracts and Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Collateral Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Assignee pursuant to the Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

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.

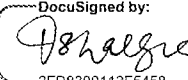
This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be lodged with the Collateral Agent.

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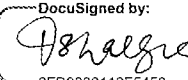
IN WITNESS WHEREOF, each Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNORS:

2U, INC.

DocuSigned by:
By:  _____
Name: Paul S. Laitje
Title: Chief Financial Officer

CRITIQUEIT, INC.

DocuSigned by:
By:  _____
Name: Paul S. Laitje
Title: Treasurer

Accepted and Agreed:

Alter Domus (US) LLC, as Assignee

By: 
Name: Matthew Trybula
Title: Associate Counsel

TRADEMARKS

Trademark Registrations and Applications

<u>Credit Party</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>
2U, Inc.	MY TEACHER HERO	77797959	3865553
2U, Inc.	2U	85759654	4367437
2U, Inc.	2U (STYLIZED)	85759707	4367438
2U, Inc.	CERTIFICATION MAP (& Design)	85833533	4392260
2U, Inc.	TEACHER CERTIFICATION MADE SIMPLE!	85833534	4364900
2U, Inc.	HOW TO MBA	85833535	4392261
2U, Inc.	BLT	86076821	4744439
2U, Inc.	BIDIRECTIONAL LEARNING TOOL	86076824	4729346
2U, Inc.	NO BACK ROW	86162182	4705029
2U, Inc.	TEACH.COM	86707880	5009766
2U, Inc.	CERTIFICATION MAP (& design)	86965700	5194290
2U, Inc.	CERTIFICATIONMAP.COM	86927133	5194122
2U, Inc.	2U	87189086	5344191
2U, Inc.	ATRJO	88437377	6092218
CritiqueIt Inc.	CRITIQUE IT	87210762	5278092
CritiqueIt Inc.	CRITIQUE IT	77904770	3967209