

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anthology Inc.		10/25/2021	Corporation: FLORIDA
Admissions US, LLC		10/25/2021	Limited Liability Company: DELAWARE
Edline, LLC		10/25/2021	Limited Liability Company: DELAWARE
Anthology Inc. of NY		10/25/2021	Corporation: DELAWARE
Academic Management Systems, LLC		10/25/2021	Limited Liability Company: DELAWARE
Anthology Inc. of Missouri		10/25/2021	Corporation: DELAWARE
ApplyYourself, Inc.		10/25/2021	Corporation: DELAWARE
Schoolwires, Inc.		10/25/2021	Corporation: DELAWARE
Blackboard Inc.		10/25/2021	Corporation: DELAWARE
Parlant Technology, Inc.		10/25/2021	Corporation: UTAH
Blackboard Collaborate Inc.		10/25/2021	Corporation: DELAWARE
TeacherWeb, Inc.		10/25/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S Dearborn
Internal Address:	IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	2479413	TALISMA
Registration Number:	2939238	CAMPUSCARE
Registration Number:	2939237	CAMPUSLINK
Registration Number:	3259702	CAMPUS MANAGEMENT CORP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2892901	CAMPUSNET
Registration Number:	3232591	CAMPUSVUE
Registration Number:	2514178	TALISMA
Registration Number:	4376431	TALISMA
Registration Number:	4233036	CAMPUSINSIGHT
Registration Number:	4376572	
Registration Number:	4721438	CAMPUSNEXUS
Registration Number:	4721550	
Registration Number:	5944972	CAMPUSNEXUS ENGAGE
Registration Number:	6080665	CAMPUSNEXUS APPLY
Registration Number:	6080664	CAMPUSNEXUS SUCCEED
Registration Number:	6080666	CAMPUSNEXUS OCCUPATION INSIGHT
Registration Number:	5980708	
Registration Number:	5722664	RETENTION360
Registration Number:	3808801	CONNECT
Registration Number:	4796031	RADIUS
Serial Number:	76704083	CONNECT
Registration Number:	5418475	EDUCATION PARTNERS
Serial Number:	78585282	GRADEQUICK
Registration Number:	5476382	MYMANTL
Registration Number:	5476381	M
Registration Number:	2524708	COURSEVAL
Registration Number:	4345607	IMODULES
Registration Number:	2286015	MEMBER CONNECTIONS
Registration Number:	2216665	ALUMNI CONNECTIONS
Serial Number:	88725583	CAMPUS LABS
Serial Number:	88725497	CAMPUS LABS
Registration Number:	2283778	APPLYYOURSELF
Registration Number:	2603003	I-CLASS
Serial Number:	88791569	IDEA CENTER
Registration Number:	2614423	
Registration Number:	2842368	BB
Registration Number:	2710644	BB
Registration Number:	2732874	BB
Registration Number:	3194140	BBWORLD
Registration Number:	3194141	BBWORLD
Registration Number:	2816404	BEHIND THE BLACKBOARD
Registration Number:	2771343	BEHIND THE BLACKBOARD

Property Type	Number	Word Mark
Registration Number:	2816403	BEHIND THE BLACKBOARD
Registration Number:	2806365	BEHIND THE BLACKBOARD
Registration Number:	2816405	BLACKBOARD
Registration Number:	2822464	BLACKBOARD
Registration Number:	2315293	BLACKBOARD
Registration Number:	2729998	BLACKBOARD
Registration Number:	2590661	BLACKBOARD
Registration Number:	4744738	SOCIABILITY
Registration Number:	4184975	BLACKBOARD COLLABORATE
Registration Number:	4374526	BLACKBOARD STUDENT SERVICES
Registration Number:	4181709	BLACKBOARD STUDENT SERVICES
Registration Number:	2682541	COURSE CARTRIDGE
Registration Number:	2521360	COURSESITE
Registration Number:	2650904	EASY GRADE PRO
Registration Number:	2845069	EDLINE
Registration Number:	2622661	PARENTLINK
Registration Number:	2816498	POWERED BY BLACKBOARD
Registration Number:	5544858	SAFEASSIGN
Registration Number:	2614422	SCHOOLWIRES
Registration Number:	2647575	TEACHERWEB
Registration Number:	2813420	XYTHOS

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/26/2021

Total Attachments: 9
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of October 25, 2021 (this “**Trademark Security Agreement**”), by Anthology Inc., a Florida corporation, Admissions US, LLC, a Delaware limited liability company, Edline, LLC, a Delaware limited liability company, Anthology Inc. of NY, a Delaware corporation, Academic Management Systems, LLC, a Delaware limited liability company, Anthology Inc. of Missouri, a Delaware corporation, ApplyYourself, Inc., a Delaware corporation, Schoolwires, Inc., a Delaware corporation, Blackboard Inc., a Delaware corporation, Parlant Technology, Inc., a Utah corporation, Blackboard Collaborate Inc., a Delaware corporation, and TeacherWeb, Inc., a Delaware corporation (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of October 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Astra Intermediate Holding Corp., a Delaware corporation (“**Holdings**”), Astra Acquisition Corp., a Delaware corporation (“**A Corp.**”), Bruin MergerCo Inc., a Delaware corporation (“**MergerCo**”), the other Grantors party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each Grantor hereby agrees with the Administrative 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. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of each Grantor:

(a) registered United States Trademarks and Trademark applications of each Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute,

acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

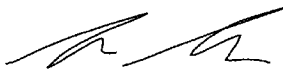
[Trademark Security Agreement]

ANTHOLOGY INC.

By: 

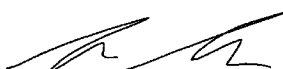
Name: Anders Nessen
Title: Chief Financial Officer

ADMISSIONS US, LLC

By: 


Name: Anders Nessen
Title: Chief Financial Officer

EDLINE LLC

By: 

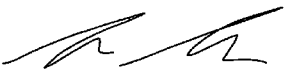
Name: Anders Nessen
Title: Chief Financial Officer

ANTHOLOGY INC. OF NY

By: 


Name: Anders Nessen
Title: Chief Financial Officer

ACADEMIC MANAGEMENT SYSTEMS LLC

By: 


Name: Anders Nessen
Title: Chief Financial Officer

ANTHOLOGY INC. OF MISSOURI

By: 


Name: Anders Nessen
Title: Chief Financial Officer

APPLYYOURSELF, INC.

By: 


Name: Anders Nessen
Title: Chief Financial Officer

SCHOOLWIRES, INC.

By: 


Name: Anders Nessen
Title: Chief Financial Officer

BLACKBOARD INC.

By: 


Name: Anders Nessen
Title: Chief Financial Officer

PARLANT TECHNOLOGY, INC.

By: 


Name: Anders Nessen
Title: Chief Financial Officer

BLACKBOARD COLLABORATE INC.

By: 

Name: Anders Nessen
Title: Chief Financial Officer

TEACHERWEB, INC.

By: 



Name: Anders Nessen
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: Douglas Panchal
Title: Executive Director

Schedule I
Trademark Registrations and Use Applications

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
TALISMA	75/903,722 2479413	Campus Management Corp.
CAMPUSCARE	76/546,002 2939238	Campus Management Corp.
CAMPUSLINK [Stylized}	76/545,899 2939237	Campus Management Corp.
CAMPUS MANAGEMENT CORP.	76/545,878 3259702	Campus Management Corp.
CAMPUSNET [Stylized]	76/545,882 2892901	Campus Management Corp.
CAMPUSVUE	78/724,260 3232591	Campus Management Corp.
TALISMA	75/904,081 2514178	Campus Management Corp.
TALISMA	85/810,105 4376431	Campus Management Corp.
CAMPUSINSIGHT	85/546,211 4233036	Campus Management Corp.
RED MAN LOGO	85/844,026 4376572	Campus Management Corp.
CAMPUSNEXUS	86/224,055 4721438	Campus Management Corp.
CAMPUSNEXUS LOGO & Design	86/274,091 4721550	Campus Management Corp.
Retention360	87/041,972 5722664	Campus Management Corp.
CampusNexus Engage	87/868,302 5944972	Campus Management Corp.
CampusNexus Apply	87/870,042 6,080,665	Campus Management Corp.
CampusNexus Succeed	87/869,121 6,080,664	Campus Management Corp.
CampusNexus Occupation Insight	87/870,050 6080666	Campus Management Corp.
Magnifying Glass (Logo)	88/138,021 5980708	Campus Management Corp.
RETENTION360	87041972 5722664	Campus Management Corp.
CONNECT	76695085 3808801	Admissions US, LLC
RADIUS	86146409 4796031	Admissions US, LLC
CONNECT	76704083	Admissions US, LLC

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
	3942501	
EDUCATION PARTNERS	86204583 5418475	Anthology Inc.
GRADEQUICK	3063503 78585282	Edline, LLC
MYMANTL	5476382	Campus Labs, Inc.
M Design	5476381	Campus Labs, Inc.
COURSEVAL	2524708	Campus Labs, Inc.
iMODULES	4345607	iModules Software, Inc.
MEMBER CONNECTIONS	2286015	iModules Software, Inc.
ALUMNI CONNECTIONS	2216665	iModules Software, Inc.
CAMPUS LABS (name)	88725583 Application pending	Anthology Inc. of NY
CAMPUS LABS (logo)	88725497 Application pending	Anthology Inc. of NY
APPLYYOURSELF	2283778	ApplyYourself, Inc.
I-CLASS	78069666 2603003	ApplyYourself, Inc.
Idea Center	88791569 Application pending	Anthology Inc. of NY
	76/191,322 2,614,423	Schoolwires, Inc.
BB	76/462,792 2,842,368	Blackboard Inc.
BB	76/270,050 2,710,644	Blackboard Inc.
	76/220,070 2,732,874	Blackboard Inc.
BBWORLD	78/857,545 3,194,140	Blackboard Inc.
BBWORLD	78/857,550 3,194,141	Blackboard Inc.
BEHIND THE BLACKBOARD	76/462,780 2,816,404	Blackboard Inc.
BEHIND THE BLACKBOARD	76/462,779 2,771,343	Blackboard Inc.
BEHIND THE BLACKBOARD	76/462,778 2,816,403	Blackboard Inc.
BEHIND THE BLACKBOARD	76/462,777 2,806,365	Blackboard Inc.
BLACKBOARD	76/462,797 2,816,405	Blackboard Inc.
BLACKBOARD	2,822,464	Blackboard Inc.

TITLE	SERIAL/REGISTRATION NUMBER	OWNER
	76/462,793	
BLACKBOARD	2,315,293 75/366,366	Blackboard Inc.
BLACKBOARD	2,729,998 76/220,069	Blackboard Inc.
BLACKBOARD	2,590,661 76/104,914	Blackboard Inc.
SOCIABILITY	4,744,738 86/200,921	Parlant Technology, Inc. dba ParentLink
BLACKBOARD COLLABORATE	4,184,975 85/222,092	Blackboard Collaborate Inc.
BLACKBOARD STUDENT SERVICES	4,374,526 85/553,376	Blackboard Inc.
BLACKBOARD STUDENT SERVICES	4,181,709 85/222,088	Blackboard Inc.
COURSE CARTRIDGE	2,682,541 76/238,866	Blackboard Inc.
COURSESITE	2,521,360 75/862,858	Blackboard Inc.
EASY GRADE PRO	2,650,904 75/071,136	Edline LLC
EDLINE	2,845,069 75/409,508	Edline LLC
PARENTLINK	2,622,661 75/711,090	Parlant Technology, Inc. dba ParentLink
POWERED BY BLACKBOARD	2,816,498 76/481,268	Blackboard Inc.
SAFEASSIGN	5544858 87752162	Blackboard Inc.
SCHOOLWIRES	2,614,422 76/191,317	Schoolwires, Inc.
TEACHERWEB	2,647,575 78/021,580	Teacherweb, Inc.
XYTHOS	2,813,420 76/175,410	Blackboard Inc.

Trademark Licenses

None.

