

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		12/22/2021	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES, LLC		
Street Address:	810 SEVENTH AVE., 26TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6305372	EDUCATE 360 PROFESSIONAL TRAINING PARTNE	
Registration Number:	6305371	EDUCATE 360 PROFESSIONAL TRAINING PARTNE	
Registration Number:	6305373	EDUCATE 360	
Registration Number:	5159121	PMA	
Registration Number:	4844286	PROJECT MANAGEMENT ACADEMY	
Registration Number:	4316716	CLUB PDU	
Registration Number:	4293717	THE MOST TRUSTED NAME IN PROJECT MANAGEM	
Registration Number:	3858578	PROJECT MANAGEMENT ACADEMY	
Serial Number:	90309685	THE PMA WAY	
Serial Number:	90097603	EDUCATE 360 PROFESSIONAL TRAINING PARTNE	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		

CH \$265.00 6305372

ATTORNEY DOCKET NUMBER:	694739.0050
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	12/22/2021

Total Attachments: 6

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this “*Agreement*”) dated as of December 22, 2021 (the “*Effective Date*”), is by and among BMO HARRIS BANK N.A., in its capacity as Resigning Agent (as such term is defined in the Agency Agreement (as defined below)) (in such capacity, the “*Assignor*”), BRIGHTWOOD LOAN SERVICES, LLC, in its capacity as Successor Agent (as such term is defined in the Agency Agreement) (in such capacity, the “*Assignee*”), and EDUCATE 360, LLC, a Delaware limited liability company (the “*Pledgor*”).

WHEREAS, the Pledgor, as the borrower, EDUCATE 360 HOLDINGS II, LLC, a Delaware limited liability company, the other Loan Parties party thereto, the Assignor and the financial institutions party thereto from time to time, as Lenders, entered into that certain Credit Agreement, dated as of June 14, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Security Agreement, dated as of June 14, 2019 (as amended, restated, amended and restated, replaced, supplemented and/or modified from time to time, the “*Security Agreement*”) pursuant to which the Pledgor entered into (i) that certain Trademark Security Agreement, dated as of June 14, 2019 (the “*2019 Trademark Security Agreement*”) by and among the Pledgor and Assignor, recorded at the United States Patent and Trademark Office at reel/frame 6670/0222 on June 14, 2019, and (ii) that certain Trademark Security Agreement dated as of May 3, 2021 (together with the 2019 Trademark Security Agreement, the “*Trademark Security Agreement*”) by and among the Pledgor and Assignor, recorded at the United States Patent and Trademark Office at reel/frame 7278/0361 on May 3, 2021;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor pledged and granted to the Assignor, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgor listed on Schedule 1 attached hereto (the “*Intellectual Property Collateral*”); and

WHEREAS, in connection with the resignation of the Assignor and the appointment of Assignee, pursuant to that certain Agency Resignation, Appointment and Assignment Agreement, dated as of the date hereof (the “*Agency Agreement*”), among the Borrower, Holdings, the Assignee, the Assignor, each other Loan Party signatory thereto and those Lenders under the Credit Agreement which are parties thereto, the Assignor desires to evidence the assignment of the security interest granted to the Assignor in the Intellectual Property Collateral to the Assignee for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth, or incorporated, in the Credit Agreement or Security Agreement, as applicable.
2. **Assignment.** The Assignor hereby irrevocably transfers, assigns, grants, and conveys to the Assignee all of the Assignor’s right, title and interest in and to the Trademark Security Agreement and all rights and privileges of Assignor thereunder, including, without limitation, the security interest granted

to the Assignor in the Intellectual Property Collateral, including the Intellectual Property identified on Schedule 1 hereto.

3. Representations and Warranties of Assignor. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied.

4. Cooperation. The Pledgor and the Assignor hereby authorize the Assignee to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Assignee.

5. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

7. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

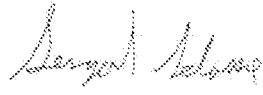
[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed as of the Effective Date.

BMO HARRIS BANK N.A.,
as Assignor

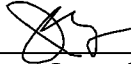
By: Pauline Christopher
Name: Pauline Christopher
Title: Managing Director

**BRIGHTWOOD LOAN SERVICES LLC, as
Assignee**

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

EDUCATE 360, LLC,
as Pledgor

By:  _____
Name: Jason Cassidy
Title: Chief Executive Officer, President and Secretary

SCHEDULE 1

U.S. Trademark Registrations

Mark	Registration Number	Registration Date
EDUCATE 360 PROFESSIONAL TRAINING PARTNERS (word mark)	6305372	3/30/21
EDUCATE 360 PROFESSIONAL TRAINING PARTNERS (centered logo)	6305371	3/30/21
EDUCATE 360 (word mark)	6305373	3/20/21
PMA	5159121	3/14/17
PROJECT MANAGEMENT ACADEMY	4844286	11/3/15
CLUB PDU	4316716	4/9/13
THE MOST TRUSTED NAME IN PROJECT MANAGEMENT TRAINING	4293717	2/19/13
PROJECT MANAGEMENT ACADEMY	3858578	10/5/10

U.S. Trademark Applications

Mark	Application Number	Filing Date
THE PMA WAY (word mark)	90309685	11/10/2020
EDUCATE 360 PROFESSIONAL TRAINING PARTNERS	90097603	8/6/2020