

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assessment Technologies Institute, L.L.C.		07/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank, PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	National Banking Association: UNITED KINGDOM		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5123206	ATI	
Registration Number:	5008936	ATI CAPSTONE CONTENT REVIEW	
Registration Number:	4707613	NATIONAL HEALTHCAREER ASSOCIATION	
Registration Number:	4380664	ACHIEVE	
Registration Number:	4254959	ACTIVE STACK	
Registration Number:	2318631	AI ADVANCED INFORMATICS	
Registration Number:	3267517	E*GME	
Registration Number:	2329020	E*VALUE	
Registration Number:	2473727	E*VALUE	
Registration Number:	3303279	MYFOLIO	
Registration Number:	4254960	NURSE'S TOUCH	
Registration Number:	4151311	REAL LIFE	
Registration Number:	3078542	ASSESSMENT TECHNOLOGIES INSTITUTE	
Registration Number:	3091102	ATI-PLAN	
Registration Number:	3624408	C-MAP	
Registration Number:	3072774	CONTENT MASTERY SERIES	
Registration Number:	3720245	CURRICULUM MANAGEMENT & ARTICULATION PRO	
Registration Number:	3562640	FOCUSED REVIEW	
Registration Number:	3996052	HOBET	
TRADEMARK			

OP \$890.00 5123206

Property Type	Number	Word Mark
Registration Number:	3955787	MOBILEMENTOR
Registration Number:	3442234	NASM
Registration Number:	3361018	NASM
Registration Number:	3346458	NATIONAL ACADEMY OF SPORTS MEDICINE
Registration Number:	3048070	NURSELOGIC
Registration Number:	3084449	PN COMPREHENSIVE PREDICTOR
Registration Number:	3072773	RN COMPREHENSIVE PREDICTOR
Registration Number:	4143085	STUDENT SELECT
Registration Number:	4404863	TARGETED MEDICAL-SURGICAL
Registration Number:	3067448	TEAS
Serial Number:	87320655	ATI PULSE
Registration Number:	4010088	YOU MAY BEGIN
Registration Number:	3323268	EXCPT
Registration Number:	3276805	VIRTUAL-ATI
Registration Number:	4393687	DISCOVER
Registration Number:	3593850	EDUCATIONAL RESOURCES, INC.

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@coagencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F172644 ATI TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 09/14/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2017, by Assessment Technologies Institute, L.L.C. (the “**Grantor**”), in favor of Barclays Bank PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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. The Grantor hereby pledges and grants to the Collateral 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 Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights

and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the 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.

ASSESSMENT TECHNOLOGIES INSTITUTE,
L.L.C., as a Grantor

By: 
Name: William J. Aliber
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

BARCLAYS BANK PLC as Collateral Agent

By: 

Name:

Title:

Richard Glenn
Vice President

Schedule I

United States Trademark Registrations and Applications

Title	App. No./ Reg. No.
ATI	5123206
ATI CAPSTONE CONTENT REVIEW	5008936
ATI PULSE	87/320655
NATIONAL HEALTHCAREER ASSOCIATION	4707613
ACHIEVE	4380664
ACTIVE STACK	4254959
AI ADVANCED INFORMATICS	2318631
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