

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444105

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Excent Corporation		09/18/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3976311	ENRICH	
<b>Registration Number:</b>	2214363	EXCENT	
<b>Registration Number:</b>	4292456	UNIREF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	040896-0074		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	09/22/2017		
<b>Total Attachments: 9</b>			

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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 18, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“*Ares*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among (i) FRONTLINE TECHNOLOGIES HOLDINGS, LLC, a Delaware limited liability company (“*Buyer*”), as a Borrower, (ii) FRONTLINE TECHNOLOGIES MERGER SUB, LLC, a Delaware limited liability company (“*Merger Sub*” or the “*Initial Borrower*”), (iii) FRONTLINE TECHNOLOGIES BLOCKER BUYER, LLC, a Delaware limited liability company (“*Blocker Buyer*”), (iv) FRONTLINE TECHNOLOGIES GROUP HOLDING LLC, a Delaware limited liability company (“*Target*”, and following the Merger as successor to Merger Sub by operation of law and following the Borrower Assumption, together with the Initial Borrower, Blocker Buyer and each other Person party hereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*”, and each a “*Borrower*”), (v) FRONTLINE TECHNOLOGIES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), the direct or indirect parent of (x) prior to the Merger, Buyer, Merger Sub and Blocker Buyer, and (y) following the Merger, Buyer, Target and Blocker Buyer, as a Guarantor, (vi) Subsidiaries of Parent signatory thereto as guarantors or thereafter designated as Guarantors, (vii) the lenders from time to time party hereto (each a “*Lender*” and, collectively, the “*Lenders*”) and (viii) Ares, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”) and as Collateral Agent (together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 18, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

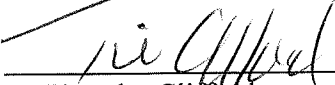
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

**EXCENT CORPORATION**

a Georgia corporation

By: \_\_\_\_\_

  
Name: Timothy Clifford

Title: President

[Signature Page to Trademark Security Agreement]

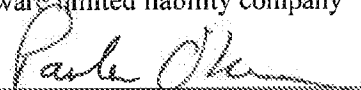
**TRADEMARK**  
**REEL: 006160 FRAME: 0343**

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

**FRONTLINE TECHNOLOGIES GROUP  
LLC**

a Delaware limited liability company

By: \_\_\_\_\_



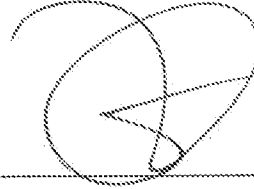
Name: Paula Olson

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006160 FRAME: 0344**

ARES CAPITAL CORPORATION,  
as Collateral Agent





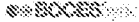

By: \_\_\_\_\_

Name: Mitchell Goldstein  
Authorized Signatory


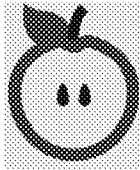

Title: \_\_\_\_\_

## SCHEDULE A



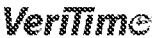
### U.S. Trademark Registrations and Applications

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
ENRICH	U.S. Federal	Registered	77653862 1/21/09	3976311 6/14/11	EXCENT CORPORATION
EXCENT	U.S. Federal	Renewed (Registered)	75372024 10/7/97	2214363 12/29/98	EXCENT CORPORATION
UNIREF	U.S. Federal	Registered	85716596 8/29/12	4292456 2/19/13	EXCENT CORPORATION
AESOP 	U.S. Federal	Registered	86224389 3/18/14	4631748 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
AESOP	U.S. Federal	Registered	77945975 2/26/10	3899112 1/4/11	FRONTLINE TECHNOLOGIES GROUP LLC
AESOP	U.S. Federal	Renewed (Registered)	75776794 8/16/99	2513909 12/4/01	FRONTLINE TECHNOLOGIES GROUP LLC
APPLIED DIFFERENTIATION MAP	U.S. Federal	Registered Supplemental Register	78796128 1/20/06	3589450 3/10/09	FRONTLINE TECHNOLOGIES GROUP LLC
APPLITRACK 	U.S. Federal	Registered	86553016 3/4/15	4844615 11/3/15	FRONTLINE TECHNOLOGIES GROUP LLC
APPLITRACK	U.S. Federal	Registered	86553019 3/4/15	4844616 11/3/15	FRONTLINE TECHNOLOGIES GROUP LLC
ASPEX SOLUTIONS	U.S. Federal	Registered	85520117 1/19/12	4318389 4/9/13	FRONTLINE TECHNOLOGIES GROUP LLC
BOCES DIRECT	U.S. Federal	Renewed (Registered)	76476391 12/17/02	2816466 2/24/04	FRONTLINE TECHNOLOGIES GROUP LLC
BOCES SYNC	U.S. Federal	Registered	86131770 11/29/13	4631208 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
BOCESSYNC 	U.S. Federal	Registered	86131765 11/29/13	4631207 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
CENTRIS GROUP	U.S. Federal	Renewed (Registered)	76476388 12/17/02	2814670 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
CENTRISSYNC 	U.S. Federal	Registered	85308413 4/29/11	4101487 2/21/12	FRONTLINE TECHNOLOGIES GROUP LLC
COMMON CORE 360	U.S. Federal	Registered	85983351 12/7/11	4693052 2/24/15	FRONTLINE TECHNOLOGIES GROUP LLC



Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
Design Only 	U.S. Federal	Registered	86347020 7/24/14	4933219 4/5/16	FRONTLINE TECHNOLOGIES GROUP LLC
Design Only 	U.S. Federal	Registered	85516661 1/13/12	4430789 11/12/13	FRONTLINE TECHNOLOGIES GROUP LLC
EDIVATE	U.S. Federal	Registered	86295429 5/29/14	4796432 8/18/15	FRONTLINE TECHNOLOGIES GROUP LLC
EQUITY 101	U.S. Federal	Registered	85560201 3/5/12	4617918 10/7/14	FRONTLINE TECHNOLOGIES GROUP LLC
FORM HOG	U.S. Federal	Registered	85244933 2/17/11	4228574 10/23/12	FRONTLINE TECHNOLOGIES GROUP LLC
FRONTLINE TECHNOLOGIES 	U.S. Federal	Registered	86224421 3/18/14	4631749 11/4/14	FRONTLINE TECHNOLOGIES GROUP LLC
FRONTLINE TECHNOLOGIES	U.S. Federal	Registered	85216767 1/13/11	4261865 12/18/12	FRONTLINE TECHNOLOGIES GROUP LLC
GAGE	U.S. Federal	Registered	85934712 5/16/13	4553060 6/17/14	FRONTLINE TECHNOLOGIES GROUP LLC
GLOBAL ZEAL	U.S. Federal	Pending Intent To Use	86339910 7/17/14		FRONTLINE TECHNOLOGIES GROUP LLC
GUIDANCE DIRECT	U.S. Federal	Renewed (Registered)	78452896 7/19/04	3070223 3/21/06	FRONTLINE TECHNOLOGIES GROUP LLC
IEP DIRECT	U.S. Federal	Renewed (Registered)	76476390 12/17/02	2814671 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
JOBULATOR	U.S. Federal	Registered	77593467 10/15/08	3850715 9/21/10	FRONTLINE TECHNOLOGIES GROUP LLC
LEARNING 360° FRAMEWORK	U.S. Federal	Registered	77937234 2/17/10	4135943 5/1/12	FRONTLINE TECHNOLOGIES GROUP LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
LIVEBOOK	U.S. Federal	Registered	85172556 11/9/10	4258209 12/11/12	FRONTLINE TECHNOLOGIES GROUP LLC
MEDICAID DIRECT	U.S. Federal	Renewed (Registered)	76476393 12/17/02	2814672 2/17/04	FRONTLINE TECHNOLOGIES GROUP LLC
MLPOASYS	U.S. Federal	Registered	86093699 10/17/13	4607194 9/16/14	FRONTLINE TECHNOLOGIES GROUP LLC
MLPOPENPD	U.S. Federal	Registered	86286849 5/20/14	4663479 12/30/14	FRONTLINE TECHNOLOGIES GROUP LLC
MY LEARNING PLAN	U.S. Federal	Renewed (Registered)	78198466 12/30/02	2797700 12/23/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN	U.S. Federal	Renewed (Registered)	78198483 12/30/02	2775895 10/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN OASYS	U.S. Federal	Registered	85565438 3/9/12	4453155 12/24/13	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN.COM	U.S. Federal	Renewed (Registered)	78198455 12/30/02	2775893 10/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
MYLEARNINGPLAN.COM	U.S. Federal	Renewed (Registered)	78198528 12/30/02	2788923 12/2/03	FRONTLINE TECHNOLOGIES GROUP LLC
OBSERVATION 360	U.S. Federal	Registered	85106450 8/12/10	4143423 5/15/12	FRONTLINE TECHNOLOGIES GROUP LLC
OPENPD	U.S. Federal	Registered	85842538 2/6/13	4507465 4/1/14	FRONTLINE TECHNOLOGIES GROUP LLC
OPENPD 	U.S. Federal	Registered	85842585 2/6/13	4516006 4/15/14	FRONTLINE TECHNOLOGIES GROUP LLC
PD 360	U.S. Federal	Registered	85516670 1/13/12	4300157 3/12/13	FRONTLINE TECHNOLOGIES GROUP LLC
POINT. CLICK. HIRE.	U.S. Federal	Renewed (Registered)	75720181 6/25/99	2678486 1/21/03	FRONTLINE TECHNOLOGIES GROUP LLC
PRISMA 	U.S. Federal	Registered	85521393 1/20/12	4205196 9/11/12	FRONTLINE TECHNOLOGIES GROUP LLC
PRISMA	U.S. Federal	Registered	85521362 1/20/12	4201814 9/4/12	FRONTLINE TECHNOLOGIES GROUP LLC
PROOF OF IMPACT	U.S. Federal	Registered	85515586 1/12/12	4285045 2/5/13	FRONTLINE TECHNOLOGIES GROUP LLC
RTIM DIRECT	U.S. Federal	Registered	77345737 12/6/07	3740509 1/19/10	FRONTLINE TECHNOLOGIES GROUP LLC
SCHOOL IMPROVEMENT NETWORK	U.S. Federal	Registered Section 2(F)	85516658 1/13/12	4468558 1/21/14	FRONTLINE TECHNOLOGIES GROUP LLC
SCHOOL IMPROVEMENT NETWORK	U.S. Federal	Renewed (Registered)	75563186 10/2/98	2585696 6/25/02	FRONTLINE TECHNOLOGIES GROUP LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
SUBFINDER	U.S. Federal	Renewed (Registered)	75025641 11/29/95	2072754 6/17/97	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHERS- TEACHERS.COM	U.S. Federal	Renewed (Registered)	76030449 4/20/00	2577300 6/11/02	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE	U.S. Federal	Registered	77790518 7/27/09	4056757 11/15/11	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE	U.S. Federal	Registered	77981050 7/27/09	3949985 4/26/11	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHSCAPE REFLECT	U.S. Federal	Registered	85980873 10/8/10	4530899 5/13/14	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHWISE  Teachwise	U.S. Federal	Registered	86336643 7/14/14	4933189 4/5/16	FRONTLINE TECHNOLOGIES GROUP LLC
TEACHWISE	U.S. Federal	Registered	86320472 6/25/14	4937445 4/12/16	FRONTLINE TECHNOLOGIES GROUP LLC
THE LPD VIDEO JOURNAL OF EDUCATION	U.S. Federal	Renewed (Registered)	75046365 1/22/96	2080890 7/22/97	FRONTLINE TECHNOLOGIES GROUP LLC
THINKLET	U.S. Federal	Registered	85967835 6/24/13	4577271 7/29/14	FRONTLINE TECHNOLOGIES GROUP LLC
TRANSLATIONDIRECT 	U.S. Federal	Registered	85871645 3/8/13	4469248 1/21/14	FRONTLINE TECHNOLOGIES GROUP LLC
TRANSLATIONDIRECT	U.S. Federal	Registered	85867898 3/6/13	4414657 10/8/13	FRONTLINE TECHNOLOGIES GROUP LLC
VERITIME 	U.S. Federal	Registered	85211015 1/5/11	4009197 8/9/11	FRONTLINE TECHNOLOGIES GROUP LLC
VERITIME	U.S. Federal	Registered	85139840 9/28/10	3966145 5/24/11	FRONTLINE TECHNOLOGIES GROUP LLC
VIDEO JOURNAL OF EDUCATION	U.S. Federal	Registered Section 2(F)	85490055 12/7/11	4284899 2/5/13	FRONTLINE TECHNOLOGIES GROUP LLC