

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Education Management Solutions, LLC		08/10/2020	Limited Liability Company: DELAWARE
Collegis, LLC		08/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CIBC Bank USA, as Agent
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4600101	SIMXPRESS
Registration Number:	4704717	SIMULATIONIQ
Registration Number:	4704770	SMARTER SIMULATION. BETTER OUTCOMES.
Registration Number:	4721060	SIMSCENARIOS
Registration Number:	4715025	CASEMASTER
Registration Number:	4652912	SIMSCENARIOS
Registration Number:	4723258	MOBILSIM
Registration Number:	5220918	TOTALCAREIQ
Registration Number:	5225941	TOTALCAREIQ
Registration Number:	5244130	SIMCREW
Registration Number:	5613959	SIMPHARM
Registration Number:	5674061	WEBINARIQ
Registration Number:	5613958	SIMBROWSER
Registration Number:	5613964	VIDEOCAPTURE
Registration Number:	5700714	TRAINING IN MOTION
Registration Number:	5613955	SIMINVENTORY
Registration Number:	5613965	SIMCHECKIN

OP \$740.00 4600101

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5950942	COUNSELINGIQ
Registration Number:	5933518	LECTUREIQ
Registration Number:	5928779	COMPETENCY.AI
Registration Number:	5928780	PROFICIENCYIQ
Registration Number:	5968736	MEDIASHAREIQ
Serial Number:	88298635	CONTROL360
Serial Number:	86423164	MARKETGAIN
Serial Number:	86586092	SYNAPSE
Serial Number:	85902370	COLLEGIS EDUCATION
Serial Number:	85812113	COLLEGIS
Serial Number:	87458751	COLLEGIS PROFESSIONAL
Serial Number:	87730180	CONNECTED CORE

CORRESPONDENCE DATA

Fax Number: 8888295817

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: (312) 288-3586

Email: john.cunningham@wolterskluwer.com

Correspondent Name: (312) 288-3586

Address Line 1: 2929 Allen Pkwy

Address Line 2: Suite 3300

Address Line 4: Houston, TEXAS 77019

NAME OF SUBMITTER: Nancy A. Zarazua

SIGNATURE: /Nancy A. Zarazua/

DATE SIGNED: 08/10/2020

Total Attachments: 10

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TRADEMARK COVER SHEET

Cont. of box 1:

Additional Conveying Party:

Collegis, LLC, a Delaware limited liability company

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK COLLATERAL AGREEMENT, dated as of August 10, 2020 (this “Security Interest”), is made by COLLEGIS, LLC, a Delaware limited liability company (“Borrower”), and EDUCATION MANAGEMENT SOLUTIONS, LLC, a Delaware limited liability company (“EMS” and, collectively with Borrower, the “Grantors” and each, a “Grantor”), in favor of CIBC BANK USA, as Administrative Agent for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below) (the “Grantee”).

WHEREAS, reference is hereby made to (i) that certain Credit Agreement, dated as of the date hereof, among the Grantors, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Guaranty and Collateral Agreement, dated as of the date hereof, among the Grantors and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; the Collateral Agreement together with the Credit Agreement are the “Credit Documents”); and

WHEREAS, the Credit Documents require each Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, each Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Credit Documents. The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral of such Grantor, and, subject to the exercise of any right or remedy by the Grantee and such Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest shall be governed by the internal laws of the State of Illinois, without regard to conflict of laws principles.

SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and permitted assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. No Grantor may assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by each Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment,

waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

COLLEGIS, LLC,
as a Grantor

DocuSigned by:
Patrick Branham
By: _____
Name: Patrick Branham
Title: Chief Financial Officer, Chief
Administrative Officer and Secretary

EDUCATION MANAGEMENT SOLUTIONS,
LLC, as a Grantor

DocuSigned by:
Patrick Branham
By: _____
Name: Patrick Branham
Title: Chief Financial Officer, Chief
Administrative Officer and Secretary

CIBC BANK USA,
as Administrative Agent and Grantee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

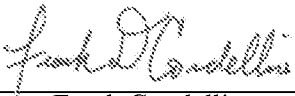
COLLEGIS, LLC,
as a Grantor

By: _____
Name: _____
Title: _____

EDUCATION MANAGEMENT SOLUTIONS,
LLC, as a Grantor

By: _____
Name: _____
Title: _____

CIBC BANK USA,
as Administrative Agent and Grantee

By:  _____
Name: Frank Condellire
Title: Managing Director

SCHEDULE A

TRADEMARKS REGISTRATIONS

Trademark	Reg. No. App. No.	Status	Registrant
SIMXPRESS	Reg. No 4600101 App. No 86076591	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMULATIONIQ	Reg. No. 4704717 App. No. 86076842	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SMARTER SIMULATION. BETTER OUTCOMES.	Reg. No. 4704770 Ser. No. 86100820	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMSCENARIOS	Reg. No. 4721060 Ser. No. 86100842	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
CASEMASTER	Reg. No. 4715025 Ser. No. 86268783	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMSCENARIOS	Reg. No. 4652912 Ser. No. 86280008	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
MOBILSIM	Reg. No. 4723258 Ser. No. 86387650	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
TOTALCAREIQ	Reg. No. 5220918 Ser. No. 86902343	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
TOTALCAREIQ	Reg. No. 5225941 Ser. No. 86902363	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMCREW	Reg. No. 5244130 Ser. No. 87048321	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SimPHARM	Reg. No. 5613959 Ser. No. 88026198	Registered (Supplemental Register)	EDUCATION MANAGEMENT SOLUTIONS, LLC
WEBINARIK	Reg. No. 5674061 Ser. No. 87949190	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SimBROWSER	Reg. No. 5613958 Ser. No. 88013918	Registered (Supplemental Register)	EDUCATION MANAGEMENT SOLUTIONS, LLC

Trademark	Reg. No. App. No.	Status	Registrant
VideoCAPTURE	Reg. No. 5613964 Ser. No. 88094161	Registered (Supplemental Register)	EDUCATION MANAGEMENT SOLUTIONS, LLC
TRAINING IN MOTION	Reg. No. 5,700,714	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
SimINVENTORY	Reg. No. 5613955 Ser. No. 88004231	Registered (Supplemental Register)	EDUCATION MANAGEMENT SOLUTIONS, LLC
SimCheckIN	Reg. No. 5613965	Registered (Supplemental Register)	EDUCATION MANAGEMENT SOLUTIONS, LLC
COUNSELINGIQ	Reg. No. 5,950,942 Ser. No. 87949017	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
LECTUREiO	Reg. No. 5,933,518 Ser. No. 88135625	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
Competency.AI	Reg. No. 5928779 Ser. No. 88354259	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
PROFICIENCYiO	Reg. No. 5928780 Ser. No. 88354269	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
MEDIASHAREiO	Reg. No. 5968736 Ser. No. 88209288	Registered	EDUCATION MANAGEMENT SOLUTIONS, LLC
Control360	Ser. No. 88298635	Allowed – 1st Extension of Time Granted	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMREGISTER (Design)	N/A	Application Planned – Awaiting Specimens	EDUCATION MANAGEMENT SOLUTIONS, LLC
SKILLSHEET (Design)	N/A	Application Planned – Awaiting Specimens	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMULATIONIQ AV CLOUD (Design)	N/A	Application Planned – Awaiting Specimens	EDUCATION MANAGEMENT SOLUTIONS, LLC
SIMULATIONIQ EMT CLOUD (design)	N/A	Application Planned –	EDUCATION MANAGEMENT SOLUTIONS, LLC

Trademark	Reg. No. App. No.	Status	Registrant
		Awaiting Specimens	
MarketGain	86423164	Registration complete 1/19/2016	Collegis, LLC
Synapse	86586092	Registration complete 7/18/2017	Collegis, LLC
Collegis Education	85902370	Registration complete 7/15/2014	Collegis, LLC
Collegis	85812113	Registration complete 5/6/2014	Collegis, LLC
Collegis Professional	87458751	8/21/18: Not ice of Allowance issued; filing Statement of Use by 8/21/20	Collegis, LLC
Connected Core	87730180	1/8/19: Noti ce of Allowance issued; 7/6/20: filed Statement of Use	Collegis, LLC

TRADEMARK APPLICATIONS

None.