

02/15/2011

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

2-14-11



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Y

To the Director of the U. S. Pat.

103618681

ed documents or the new address(es) below.

1. Name of conveying party(ies):

Employment Law Training, Inc., a Delaware corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) 12/30/2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Deerpath Funding, LP

Internal

Address: 71st Floor

Street Address: 405 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10174

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☒ Limited Partnership Citizenship Delaware  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark

A. Trademark Application No.(s)

85/030,689; 75/980,614; 76/379,963; 85/030,718; 75/424,689;  
85/030,699; 78/122,409; 85/087,853; 85/030,726; 75/565,435;  
85/030,708

B. Trademark Registration No.(s)

2,508,130; 2,788,107; 2,388,228; 2,898,031; 2,478,364;

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CODE IN ACTION; E ELT (Design); E Logo; E Logo; EEO 360; ELT; ETHICS 360; LEGAL ENGINEERING; POLICY IN ACTION; WAGE & HOUR 360; WORKING PEOPLE; WORKPLACE HARASSMENT 360

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Porter Hedges LLP c/o Andrew Fertitta

Internal Address: 36th Floor

Street Address: 1000 Main Street

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6000

Fax Number: (713) 226-1331

Email Address: afertitta@porterhedges.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

Deposit Account Number

02/14/2011 KWHITE1 00000032 2508130

Authorized User Name

01 FC:8521

02 FC:8522

February 10, 2011

Date

9. Signature:

Signature

Anders Gibson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (827) 291-140, JAMES to: 0000172967  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 4450, Alexandria, VA 22313-4450

CHECK Refund Total: \$150.00

TRADEMARK

REEL: 004495 FRAME: 0085

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2010 (the "**Agreement**"), between EMPLOYMENT LAW TRAINING, INC., a Delaware corporation ("**Debtor**"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent and collateral agent (in such capacities, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, ELT HOLDING COMPANY, a Delaware corporation ("**Holdings**"), ELT INTERMEDIATE HOLDING COMPANY, a Delaware corporation ("**Parent**"), ELT ACQUISITION COMPANY, a Delaware corporation, as a Borrower until the consummation of the Acquisition ("**Merger Sub**", and together with Holdings, Merger Sub, and, from and after the consummation of the Acquisition, Debtor, collectively, "**Borrowers**" and each individually, a "**Borrower**"), after which time Merger Sub shall be merged into Debtor, and Debtor, as a Borrower from and after consummation of the Acquisition, have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**"), by and among Borrowers, the other lenders from time to time party thereto (collectively, the "**Lenders**"), and Deerpath, as administrative agent and collateral agent for itself and the other Lenders;

**WHEREAS**, Borrowers have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), among Borrowers and Secured Party, pursuant to which Borrowers granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

**WHEREAS**, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete

payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on **Schedule 1** hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

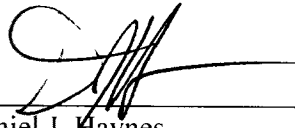
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

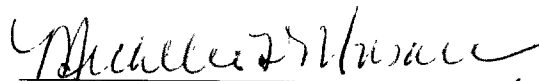
**DEBTOR:**

**EMPLOYMENT LAW TRAINING, INC.**  
a Delaware corporation

By:   
Name: Daniel J. Haynes  
Title: Vice President and Secretary

STATE OF Ohio )  
COUNTY OF Cuyahoga ) ss.

This instrument was acknowledged before me on January 5, 2011, by Daniel J. Haynes, Vice President and Secretary of Employment Law Training, Inc., a Delaware corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.

  
Notary Public in and for the State of Ohio  
MICHELLE L. MUSARRA  
Notary Public State of Ohio  
recorded in Cuyahoga County  
24220 11/29/15

**SECURED PARTY:**

**DEERPATH FUNDING, LP**

a Delaware limited partnership,  
as Agent

By: Deerpath Funding General Partner, Inc.  
its general partner

By: James H. Kirby  
Name: James H. Kirby  
Title: President

STATE OF New York  
COUNTY OF New York ) ss.

This instrument was acknowledged before me on January 13, 2011, by James H. Kirby, President of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Dorothy J. McCormick  
Notary Public in and for the State of New York

DOROTHEA J. MCCORMICK  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 31405157939  
Qualified in New York County  
Commission Expires Dec. 11, 2014

Dec. 11, 2014

**Schedule 1**  
**to**  
**Patent and Trademark Security Agreement**

***Patents***

***Patens***

***Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks***

Trademark	Client-Matter Country	SubCase CaseType	Status Classes	Application Number/Date	Registration Number/Date
CODE IN ACTION	13425-0110 United States of America	PRI	Published 41 Int.	85/030,689 5-May-10	

**Images/Links:**

**Goods:** 41 Int.

Educational services, namely courses on employment and labor law

E ELT (Design)	13425-0004		REGISTERED	75/980,614	2,508,130
United States of America		ORD	41 Int.	28-Jan-98	13-Nov-01

**Images/Links:**



**E ELT Design**

**Goods:** 41 Int.

Development and dissemination of educational materials in the field of labor and employment law

E Logo	13425-0011		REGISTERED	76/379,963	2,788,107
	United States of America	ORD	09 Int., 16 Int., 41 Int.	8-Mar-02	2-Dec-03

**Images/Links:**

Trademark	Client-Matter Country	SubCase CaseType	Status Classes	Application Number/Date	Registration Number/Date
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E Logo

**Goods:** 09 Int.

CD-ROMS concerning labor and employment law, for use as a reference material for training others in labor and employment law, and featuring a database of information, hypotheticals and strategies concerning labor and employment law used on the global computer network and the world wide web

16 Int.

Publications, namely newsletters in the field of labor and employment law

41 Int.

Educational services, namely conducting computer-based and on-line interactive seminars, classes and workshops in the field of employment law and legal issues concerning the workplace

EEO 360	13425-0440		Published	85/030,718	
	United States of America	PRI	41 Int.	5-May-10	

**Images/Links:**

**Goods:** 41 Int

Educational services, namely courses on employment and labor law

ELT	13425-0003		REGISTERED	75/424,689	2,388,228
	United States of America	ORD	41 Int	28-Jan-98	19-Sep-00

**Images/Links:**

**Goods:** 41 Int

Educational services, namely, conducting seminars, conferences, clinics, workshops and classes in the field of labor and employment law and distributing course materials in connection therewith; development and dissemination of educational materials in the field of labor and employment law

ETHICS 360	13425-0220		Published	85/030,699	
	United States of America	PRI	41 Int.	5-May-10	

**Images/Links:**

**Goods:** 41 Int.

Educational services, namely courses on employment and labor law

LEGAL ENGINEERING *	13425-0014		REGISTERED	78/122,409	2,898,031
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Trademark	Client-Matter Country	SubCase CaseType	Status Classes	Application Number/Date	Registration Number/Date
	United States of America	ORD	41 Int.	17-Apr-02	26-Oct-04
<b>Images/Links:</b>					
<b>Goods:</b> 41 Int Educational services, namely conducting computer-based on-line interactive seminars, classes and workshops in the field of employment law and legal issues concerning the workplace					
POLICY IN ACTION	13425-0231 United States of America	PRI	Published 41 Int.	85/087,853 19-Jul-10	
<b>Images/Links:</b>					
<b>Goods:</b> 41 Int Educational services, namely courses on employment and labor law					
WAGE & HOUR 360	360 13425- 0550 United States of America	PRI	Published 41 Int	85/030,726 5-May-10	
<b>Images/Links:</b>					
<b>Goods:</b> 41 Int. Educational services, namely courses on employment and labor law					
WORKING PEOPLE	13425-0009 United States of America	ORD	REGISTERED 41 Int.	75/565,435 7-Oct-98	2,478,364 14-Aug-01
<b>Images/Links:</b>					
<b>Goods:</b> 41 Int Educational services, namely, conducting computer-based and on-line interactive seminars, classes and workshops in the field of employment law and legal issues concerning the workplace					
WORKPLACE HARASSMENT 360	13425-0330 United States of America	PRI	Published 41 Int.	85/030,708 5-May-10	
<b>Images/Links:</b>					
<b>Goods:</b> 41 Int Educational services, namely courses on employment and labor law					

**“Changing Behavior in a Changing Workplace,” Application No. 76/975887, Filed 3/8/2002, Registration No. 2981636, Registered 8/2/2005 is no longer used by the Company and if no declaration of continued use is filed by August 2, 2011, this registration will cease to show up as active on the PTO register.**

**\*This trademark was erroneously registered in the name of “Employment Law Learning Technologies,” an unregistered d/b/a of the Company, rather than under the Company's legal name. The Company intends to correct this filing following the closing.**