

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDVECTOR.COM, LLC		09/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
TARGETSOLUTIONS LEARNING, LLC	FORMERLY Critical Information Network, LLC	09/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
TARGETSOLUTIONS, INC.		09/23/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3859242	VECTORLEARNING
Registration Number:	3281829	REDVECTOR
Registration Number:	3476034	LICENSESURE
Registration Number:	4187567	SMARTTEAM
Registration Number:	2539845	REDVECTOR
Registration Number:	3476126	MANAGEMYCE
Registration Number:	3811895	CRITICAL INFORMATION NETWORK
Registration Number:	3819443	CINET
Registration Number:	4190022	FETN
Registration Number:	4190019	LETN
Registration Number:	4341900	PSTN
Registration Number:	3967536	CINOW
Registration Number:	2007317	EMERGENCY MEDICAL UPDATE
Registration Number:	1780597	HSTN
Registration Number:	1762832	HSTN
Registration Number:	1718105	LETN
Registration Number:	1716560	LETN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1715368	LETN
Registration Number:	1723433	FETN
Registration Number:	1711381	PSTN
Registration Number:	1695149	PSTN
Registration Number:	1574523	PULSE
Registration Number:	1781352	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	1781765	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	3492667	CALIBRE PRESS
Registration Number:	2920670	HOMELAND ONE FIRST RESPONDER NETWORK
Registration Number:	1884655	GSTN
Registration Number:	1004721	TEL-A-TRAIN
Registration Number:	3834457	TARGETSAFETY
Registration Number:	3834458	TARGETSAFETY
Registration Number:	3834459	TARGETSAFETY
Registration Number:	3834460	
Registration Number:	3844402	TARGETSAFETY
Registration Number:	3844401	PREVENTIONLINK
Registration Number:	4140090	TARGETSOLUTIONS
Registration Number:	4225758	TARGETSOLUTIONS
Registration Number:	4258300	TARGETSOLUTIONS
Registration Number:	4358968	TARGETSOLUTIONS
Registration Number:	4358966	TS
Registration Number:	4471511	TS TARGETSOLUTIONS

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: 202-370-4790

Email: ipteam@nationalcorp.com

Correspondent Name: Andrew Hackett

Address Line 1: 1025 Vermont Ave, NW, Ste 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F151918

NAME OF SUBMITTER: Matthew R. Pierce

SIGNATURE: /Matthew R. Pierce/

DATE SIGNED: 09/29/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 23, 2014, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the "*Grantor*"), and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among the Grantor and certain of the Grantor's affiliates party thereto from time to time, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, "*Trademarks*" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

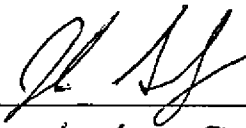
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK
as the Administrative Agent

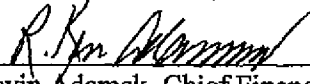
By: 
Name: Jordan Samiljan
Title: Vice President

GRANTORS:


REDVECTOR.COM, LLC

By: 
R. Kevin Adamek, Chief Financial Officer

TARGETSOLUTIONS LEARNING, LLC (f/k/a Critical Information Network, LLC)

By: 
R. Kevin Adamek, Chief Financial Officer

TARGETSOLUTIONS, INC.

By: 
R. Kevin Adamek, Chief Financial Officer

Schedule A to Trademark SECURITY AGREEMENT

Registered Trademarks of RedVector.com, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	3,859,242	10/12/10	09/23/09	RedVector.com, LLC	VECTORLEARNING
USPTO	3,281,829	08/21/07	11/01/06	RedVector.com, LLC	REDVECTOR and design
USPTO	3,476,034	07/29/08	12/18/07	RedVector.com, LLC	LICENSESURE
USPTO	4,187,567	08/07/12	03/02/11	RedVector.com, LLC	SMARTTEAM
USPTO	2,539,845	02/19/02	10/16/00	RedVector.com, LLC	REDVECTOR
USPTO	3476126	7/29/08	12/19/07	RedVector.com, LLC	MANAGEMYCE

Registered Trademarks of Critical Information Network, LLC

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	3,811,895	06/29/10	04/16/09	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	CRITICAL INFORMATION NETWORK
USPTO	3,819,443	07/13/10	04/16/09	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	CINET
USPTO	4,190,022	08/14/12	12/19/11	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	FETN
USPTO	4,190,019	08/14/12	12/19/11	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	LETN
USPTO	4,341,900	05/28/13	09/20/12	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	PSTN
USPTO	3,967,536	5/24/11	3/26/10	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	CINOW
USPTO	2,007,317	10/15/96	4/1/93	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	EMERGENCY MEDICAL UPDATE
USPTO	1,780,597	7/6/93	8/5/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	HSTN
USPTO	1,762,832	4/6/93	8/5/92	TargetSolutions Learning, LLC f/k/a	HSTN

				Critical Information Network, LLC*	
USPTO	1,718,105	9/22/92	1/28/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	LETN
USPTO	1,716,560	9/15/92	1/28/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	LETN
USPTO	1,715,368	9/15/92	1/28/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	LETN
USPTO	1,723,433	10/13/92	10/28/91	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	FETN
USPTO	1,711,381	9/1/92	10/24/91	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	PSTN
USPTO	1,695,149	6/16/92	9/10/90	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	PSTN
USPTO	1,574,523	1/2/90	1/24/89	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	PULSE
USPTO	1,781,352	7/13/93	1/28/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	AUTOMOTIVE SATELLITE TELEVISION NETWORK
USPTO	1,781,765	7/13/93	1/28/92	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	AUTOMOTIVE SATELLITE TELEVISION NETWORK
USPTO	3,492,667	8/26/08	12/19/05	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	CALIBRE PRESS
USPTO	2,920,670	1/25/05	7/22/03	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	HOMELAND ONE FIRST RESPONDER NETWORK
USPTO	1,884,655	3/21/95	7/27/93	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	GSTN
USPTO	1,004,721	2/18/75	12/7/73	TargetSolutions Learning, LLC f/k/a Critical Information Network, LLC*	TEL-A-TRAIN

Registered Trademarks of TargetSolutions, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	3,834,457	08/17/10	01/07/10	TargetSolutions, Inc.	TARGETSAFETY
USPTO	3,834,458	08/17/10	01/07/10	TargetSolutions, Inc.	TARGETSAFETY
USPTO	3,834,459	08/17/10	01/07/10	TargetSolutions, Inc.	TARGETSAFETY
USPTO	3,834,460	08/17/10	01/07/10	TargetSolutions, Inc.	TARGETSOLUTIONS (arrow design)
USPTO	3,844,402	09/07/10	01/07/10	TargetSolutions, Inc.	TARGETSAFETY
USPTO	3,844,401	09/07/10	01/07/10	TargetSolutions, Inc.	PREVENTIONLINK
USPTO	4,140,090	05/08/12	02/23/11	TargetSolutions, Inc.	TARGETSOLUTIONS
USPTO	4,225,758	10/16/12	03/14/12	TargetSolutions, Inc.	TARGETSOLUTIONS (design)
USPTO	4,258,300	12/11/12	02/23/11	TargetSolutions, Inc.	TARGETSOLUTIONS
USPTO	4,358,968	06/25/13	03/23/12	TargetSolutions, Inc.	TARGETSOLUTIONS (design)
USPTO	4,358,966	06/25/13	03/23/12	TargetSolutions, Inc.	TS (design)
USPTO	4,471,511	01/21/14	03/23/12	TargetSolutions, Inc.	TSO TARGETSOLUTIONS (design)
Canada	799931	6/14/11	1/26/10	TargetSolutions, Inc.	TARGETSAFETY

Pending Trademark Applications

None.