

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392620

| | | | |
|--|---|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Securities Training Corporation | | 07/12/2016 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as administrative agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2341477 | COMPLIANCE THAT'S EASY TO DIGEST | |
| Registration Number: | 1808056 | OUR EXPERIENCE . YOUR SUCCESS | |
| Registration Number: | 3216964 | SECURITIES TRAINING CORPORATION | |
| Registration Number: | 1838867 | SECURITIES TRAINING CORPORATION | |
| Registration Number: | 3164648 | STC | |
| Registration Number: | 3071102 | STC | |
| Registration Number: | 1808055 | STC | |
| Registration Number: | 3482969 | STC | |
| Registration Number: | 3160155 | STC | |
| Registration Number: | 4596400 | STC COMPLIANCE DIGEST | |
| Registration Number: | 2582661 | STC INTERACTIVE | |
| Registration Number: | 3230721 | STCINTERACTIVE | |
| Registration Number: | 4596398 | STCOMPLIANCE DIGEST | |
| Registration Number: | 2525532 | THE FINANCIAL EDUCATION NETWORK | |
| Registration Number: | 2023862 | THE SMART MOVE FOR CONTINUING EDUCATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129408776 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

CH \$390.00 2341477

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9172978474
Email: christine.guthrie@kattenlaw.com
Correspondent Name: Christine Guthrie
Address Line 1: 575 Madison Ave
Address Line 4: New York, NEW YORK 10022

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Christine Guthrie |
|---------------------------|-------------------|

| | |
|-------------------|---------------------|
| SIGNATURE: | /Christine Guthrie/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 07/26/2016 |
|---------------------|------------|

Total Attachments: 6

source=STC Trademark Security Agreement#page1.tif
source=STC Trademark Security Agreement#page2.tif
source=STC Trademark Security Agreement#page3.tif
source=STC Trademark Security Agreement#page4.tif
source=STC Trademark Security Agreement#page5.tif
source=STC Trademark Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2016, is made by Securities Training Corporation, a New York corporation (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 5, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 5, 2014 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

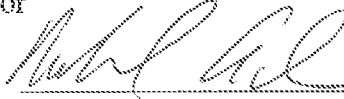
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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.

Very truly yours,

SECURITIES TRAINING CORPORATION, as
Grantor

By: 

Name: Michael Duran

Title: Chairman

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.


Very truly yours,






SECURITIES TRAINING CORPORATION, as
Grantor



By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

ANTARES CAPITAL LP,
as Agent

By:  _____
Name: Phillip P. Smith
Title: Duly Authorized Signatory

| Trademark | Image | Country | Docket Number | Application Number | Application Date | Registration Number | Registration Date | Next Action | Next Action Due Date |
|----------------------------------|---|---------------|---------------|--------------------|------------------|---------------------|-------------------|-------------------------------|----------------------|
| COMPLIANCE THAT'S EASY TO DIGEST | | United States | 34609US01 | 75750923 | 07/14/1999 | 2341477 | 04/11/2000 | SECTION 8&9 AFFIDAVIT/RENEWAL | 04/11/2020 |
| OUR EXPERIENCE YOUR SUCCESS | | United States | 34610US01 | 74503927 | 09/11/1992 | 1808056 | 11/30/1993 | SECTION 8&9 AFFIDAVIT/RENEWAL | 11/30/2023 |
| SECURITIES TRAINING CORPORATION | | Japan | 34606JP01 | 2011-041792 | 06/16/2011 | 5483014 | 03/30/2012 | RENEWAL DUE | 03/30/2022 |
| SECURITIES TRAINING CORPORATION | | United States | 34606US01 | 791557323 | 01/31/2005 | 3216964 | 03/13/2007 | SECTION 8&9 AFFIDAVIT/RENEWAL | 03/13/2017 |
| SECURITIES TRAINING CORPORATION | | United States | 34606US02 | 74503929 | 08/11/1992 | 1838867 | 06/07/1994 | SECTION 8&9 AFFIDAVIT/RENEWAL | 06/07/2024 |
| SECURITIES TRAINING CORPORATION |  | China P.R. | 39373CN01 | 16890051 | 05/07/2015 | | | PARALEGAL TO CHECK STATUS | 10/22/2016 |
| STC | | Canada | 34599CA01 | 1245134 | 01/27/2006 | TMA680874 | 05/27/2007 | RENEWAL DUE | 06/27/2022 |
| STC | | Canada | 34599CA02 | 0802535 | 01/22/1996 | TMA473339 | 03/21/1997 | RENEWAL DUE | 03/21/2027 |
| STC | | China P.R. | 34599CN01 | 16890050 | 05/07/2015 | | | PARALEGAL TO CHECK STATUS | 10/22/2016 |
| STC | | Hong Kong | 34599HK01 | 07278/1998 | 08/04/1998 | 200807545 | 08/04/1998 | RENEWAL DUE | 08/04/2025 |
| STC | | United States | 34599US01 | 781557310 | 01/31/2005 | 3164648 | 10/31/2006 | SECTION 8&9 AFFIDAVIT/RENEWAL | 10/31/2016 |
| STC | | United States | 34599US02 | 791601439 | 04/04/2005 | 3071102 | 03/21/2006 | SECTION 8&9 AFFIDAVIT/RENEWAL | 03/21/2026 |
| STC | | United States | 34599US03 | 74503611 | 09/11/1992 | 1808055 | 11/30/1993 | SECTION 8&9 AFFIDAVIT/RENEWAL | 11/30/2023 |
| STC & DESIGN |  | Canada | 34600CA01 | 1245376 | 01/25/2005 | TMA683253 | 04/25/2006 | RENEWAL DUE | 04/25/2021 |
| STC & KNIGHT DESIGN |  | China P.R. | 34601CN01 | 16890049 | 05/07/2015 | | | PARALEGAL TO CHECK STATUS | 10/22/2016 |
| STC & NEW KNIGHT DESIGN |  | United States | 34601US01 | 77055387 | 12/01/2006 | 3452969 | 08/12/2008 | SECTION 8&9 AFFIDAVIT/RENEWAL | 08/12/2018 |
| STC & NEW KNIGHT DESIGN |  | United States | 34601US02 | 78477690 | 09/02/2004 | 3160155 | 10/17/2006 | SECTION 8&9 AFFIDAVIT/RENEWAL | 10/17/2016 |

| | | | | | | | | | |
|---|---|---------------|------------|-----------|------------|---------|------------|---|------------|
| STC and Design |  | Great Britain | 346003GB01 | 2402440 | 09/26/2005 | 2402440 | 03/24/2006 | RENEWAL DUE | 09/26/2025 |
| STC COMPLIANCE DIGEST | | United States | 38694US01 | 86/165669 | 01/15/2014 | 4596400 | 09/02/2014 | SEC. 88.15 AFF. DUE | 09/02/2020 |
| STC COMPLIANCE DIGEST | | United States | 38694US01 | 86/165669 | 01/15/2014 | 4596400 | 09/02/2014 | Section 88.9 Affidavit - Final Deadline | 03/02/2025 |
| STC INTERACTIVE | | United States | 34603US01 | 75/578205 | 10/26/1998 | 252561 | 05/18/2002 | SECTION 88.9 AFFIDAVIT/RENEWAL | 06/18/2022 |
| STC SECURITIES TRAINING CORPORATION | | Great Britain | 34605GB01 | 2402581 | 09/27/2005 | 2402581 | 02/24/2006 | RENEWAL DUE | 09/27/2025 |
| STC SECURITIES TRAINING CORPORATION | | Great Britain | 34605GB02 | 2050904 | 01/11/1996 | 2050904 | 11/08/1996 | RENEWAL DUE | 01/11/2026 |
| STC INTERACTIVE AND NEW KNIGHT DESIGN |  | United States | 34604US01 | 78/497042 | 10/08/2004 | 3230721 | 04/17/2007 | SECTION 88.9 AFFIDAVIT/RENEWAL | 04/17/2017 |
| STCOMPLIANCE DIGEST | | United States | 38693US01 | 86/165662 | 01/15/2014 | 4596398 | 09/02/2014 | SEC. 88.15 AFF. DUE | 09/02/2020 |
| THE FINANCIAL EDUCATION NETWORK | | United States | 34607US01 | 75/578204 | 10/26/1998 | 2525532 | 01/01/2002 | SECTION 88.9 AFFIDAVIT/RENEWAL | 01/01/2022 |
| THE SMART MOVE FOR CONTINUING EDUCATION | | United States | 34608US01 | 75/042566 | 01/16/1996 | 2023962 | 12/17/1996 | SECTION 88.9 AFFIDAVIT/RENEWAL | 12/17/2016 |