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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM408945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fortis Business Media LLC		12/06/2016	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

# **PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	3922491	BEACON INSTITUTE
Registration Number:	3404127	BLR
Registration Number:	4265964	CALIFORNIA EMPLOYER RESOURCES
Registration Number:	2546918	CERTIFIED CODER BOOT CAMP
Registration Number:	3315642	CLICK 'N TRAIN
Registration Number:	3524939	COMPENSATION.BLR.COM
Registration Number:	1412747	CONTEMPORARY LONG TERM CARE
Registration Number:	2374935	DANGER ZONES FOR SUPERVISORS
Registration Number:	3265675	EMPLOYEE COMPENSATION RED BOOK
Registration Number:	3512495	EMPLOYER ADVISOR
Registration Number:	3521461	ENVIRO.BLR.COM
Registration Number:	2468597	ENVIRONMENTAL TRAINING LIBRARY ON CD-ROM
Registration Number:	2837945	FACILITY CARE
Registration Number:	2647846	HCPRO
Registration Number:	4235315	HCPRO COMPLY
Registration Number:	3258691	HIRING THE BEST
Registration Number:	3922495	HOME HEALTH AIDE ON-THE-GO IN-SERVICE LE
Registration Number:	3922486	HOMECARE ADMINISTRATOR
Registration Number:	3922480	HOMECARE DIRECTION
		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	3922492	HOMECARE E-NEWS
Registration Number:	3922493	HOMECARE Q&A
Registration Number:	2547235	HR CHALLENGE
Registration Number:	3656369	HR DAILY ADVISOR
Registration Number:	2928795	HR HERO
Registration Number:	3561801	HR.BLR.COM
Registration Number:	3121788	INSTANTHRANSWERS
Registration Number:	2572213	MANAGED CARE CONTRACTING AND REIMBURSEME
Registration Number:	3922494	MASTERING MEDICARE
Registration Number:	2424948	MEDICAL RECORDS BRIEFING
Registration Number:	2406046	MEDICAL STAFF BRIEFING
Registration Number:	2777741	MEDICARE BOOT CAMP
Registration Number:	2133510	MEDICINE ON THE NET
Registration Number:	3210902	OSHA TRAINING CAMP
Registration Number:	3517279	SAFETY.BLR.COM
Registration Number:	3539042	SALARY SEARCH
Registration Number:	3503242	SALARYSEARCH.COM
Registration Number:	2870047	THE HR RED BOOK
Registration Number:	4356456	TRAINING TODAY

#### CORRESPONDENCE DATA

#### Fax Number:

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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy A. Zarazua	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	12/14/2016	

### **Total Attachments: 6**

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#### TRADEMARK COLLATERAL AGREEMENT

This 6th day of December, 2016, Fortis Business Media LLC, a Delaware limited liability company ("Grantor") with its principal place of business and mailing address at 100 Winners Circle, Suite 300, Brentwood, TN 37027, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. ("BMO"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "Administrative Agent"), and grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Pledge and Security Agreement bearing even date herewith between Grantor and Administrative Agent, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a (a) grant of a security interest in any right, title or interest in any Excluded Property (as defined in the Security Agreement) or (b) sale, transfer, conveyance or other assignment to Administrative Agent of any Trademark Collateral.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

4106025.01.04.docx 1980317 Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FORTIS BUSINESS MEDIA LLC (D/B/A BLR)

By: FBM HOLDINGS LLC Its Sole Member

By: SIMPLIFY COMPLIANCE, LLC
Its Sole Member

	By: <u>Jawless / M</u> Name: <u>Lawless / M. M</u> Title: <del>CFE</del>
Accepted and agreed to a	s of the date and year last above written.
	BMO HARRIS BANK N.A., as Administrative Agent
	By: Name:

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FORTIS BUSINESS MEDIA LLC (D/B/A BLR)

By: FBM HOLDINGS LLC
Its Sole Member

By: SIMPLIFY COMPLIANCE, LLC Its Sole Member

By:	
Name	4
Title:	

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative Agent

Name: PAULINE CHRISTOPHER
Title: DIRECTOR

TRADEMARK	REGISTRATION	ENTITY
BEACON INSTITUTE	3922491	Fortis Business Media LLC
BLR	3404127	Fortis Business Media LLC
CALIFORNIA EMPLOYER RESOURCES	4265964	Fortis Business Media LLC
CERTIFIED CODER BOOT CAMP	2546918	Fortis Business Media LLC
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DANGER ZONES FOR SUPERVISORS	2374935	M Lee Smith Publishers LLC
EMPLOYEE COMPENSATION RED BOOK	3265675	Fortis Business Media LLC
EMPLOYER ADVISOR	3512495	Fortis Business Media LLC
ENVIRO.BLR.COM	3521461	Fortis Business Media LLC
ENVIRONMENTAL TRAINING LIBRARY ON CD-ROM	2468597	Fortis Business Media LLC
FacilityCare	2837945	Thompson
HCPRO	2647846	Fortis Business Media LLC
HCPRO COMPLY	4235315	Fortis Business Media LLC
Hiring the Best	3258691	Columbia Books LLC
HOME HEALTH AIDE ON-THE-GO IN-SERVICE LESSONS	3922495	Fortis Business Media LLC
HOMECARE ADMINISTRATOR	3922486	Fortis Business Media LLC
HOMECARE DIRECTION	3922480	Fortis Business Media LLC
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HR.BLR.COM	3561801	Fortis Business Media LLC
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SALARYSEARCH.COM	3503242	Fortis Business Media LLC
THE HR RED BOOK	2870047	Fortis Business Media LLC
TRAINING TODAY	4356456	M. Lee Smith Publishers LLC

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