

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRISIS PREVENTION INSTITUTE, INC.		12/20/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1649062	CPI	
Registration Number:	2016839	NONVIOLENT CRISIS INTERVENTION	
Registration Number:	3060909	PREPARE TRAINING	
Registration Number:	2999049	RESPECT, SERVICE AND SAFETY AT WORK	
Registration Number:	1988274	STREET SMART FROM 9 TO 5	
Registration Number:	3281934	IANCICI	
Serial Number:	87062992	CRISIS PREVENTION INSTITUTE	
Serial Number:	87127905	BLUE CARD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>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.</i>			
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-77		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$215.00 1649062

SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/29/2016
Total Attachments: 5 source=Safeguard - Trademark Security Agreement (EXECUTED)_(44764888_1)#page1.tif source=Safeguard - Trademark Security Agreement (EXECUTED)_(44764888_1)#page2.tif source=Safeguard - Trademark Security Agreement (EXECUTED)_(44764888_1)#page3.tif source=Safeguard - Trademark Security Agreement (EXECUTED)_(44764888_1)#page4.tif source=Safeguard - Trademark Security Agreement (EXECUTED)_(44764888_1)#page5.tif	

NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of December 20, 2016, by and among CRISIS PREVENTION INSTITUTE, INC. (“*Grantor*”) and ANTARES CAPITAL LP, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 20, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CRISIS PREVENTION INSTITUTE, INC.

By: Karen Winterhof
Name: Karen Winterhof
Title: Secretary

[Signature Page to Notice of Grant of a Security Interest—Trademarks]

ANTARES CAPITAL LP, as
Administrative Agent

By: Adam Chalmers

Name: Adam Chalmers

Title: Duly Authorized Signatory

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

1. Trademark Registrations and Applications

Trademark	Country	Category	Registration Date	Registration No.	Renewal Date
CPI Logo	Benelux	41	9/24/1997	0627862	9/24/17
CPI Logo	Canada	41	3/17/1995	440410	3/17/20
CPI	United States	41	6/25/1991	1649062	6/25/21
CPI Logo	Ireland	41	3/4/2005	233204	3/4/25
CPI Logo	United Kingdom	41	4/12/1995	2017468	4/12/25
CPI Logo	Australia	41	4/20/1995	659099	4/20/25
CPI Logo	Germany	41,42	4/25/1995	395 17 594	4/25/25
CPI Logo	New Zealand	41	4/13/1995	B248102	4/13/26
CPI Nonviolent Crisis Intervention	New Zealand	41	9/25/1997	282769	9/25/24
MAPA	EU	41,44	10/24/2006	004767349	11/29/25
Nonviolent Crisis Intervention	United States	41	11/19/1996	2016839	1/4/17
Nonviolent Crisis Intervention in Chinese	Japan	41	10/28/2005	4904510	10/28/25
Prepare Track	Canada	41	3/2/2007	TMA682781	3/2/22
Prepare Training	Canada	41	3/22/2007	TMA684388	3/22/22
Prepare Training	Ireland	41	3/31/2004	229221	3/30/24
Prepare Training	United Kingdom	41	5/19/2006	2359825	3/31/24
Prepare Training	New Zealand	41	6/8/2006	733265	4/1/24
Prepare Training	Australia	41		996082	4/1/24
Prepare Training	United States	41	2/21/2006	3060909	2/21/25
Respect, Service and Safety at Work	Canada	41	6/16/2006	TMA666184	6/16/21
Respect, Service and Safety at Work	United States	41	9/20/2005	2999049	9/20/24
Respect, Service and Safety at Work	Australia	41		995560	
RRN	EU	16, 41	9/24/2014	012823928	4/26/24
Street Smart from 9 to 5	United States	41	7/23/1996	1988274	5/11/26
CPI	Wisconsin	41	04/28/2010		4/28/2020
CPI	Japan	41	05/19/2000	4384041	5/19/2020
Nonviolent Crisis Intervention	Canada	39, 41	1/22/2009	TMA732999	1/22/2024

Nonviolent Crisis Intervention Crisis Prevention Institute	Japan	41	12/3/1999	4341101	12/3/2019
Blue Card	United States	41	6/6/2016	87062992	Pending
Iancici	United States	41	8/4/2016	87127905	Pending
	United States	41	8/21/2007	3281934	8/21/17