

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	7		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWENTYEIGHTY STRATEGY EXECUTION, INC.		01/31/2017	Corporation: VIRGINIA
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: 16			
Property Type	Number	Word Mark	
Registration Number:	3020363	BAAPPRAISE	
Registration Number:	3037809	BAAPPRAISE A KNOWLEDGE APPRAISAL	
Registration Number:	2186364	ESI INTERNATIONAL	
Registration Number:	4419199	LEARN FAST. GET RESULTS.	
Registration Number:	3296796	MYESI	
Registration Number:	3380907	PMAPPRAISE	
Registration Number:	2356080	PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSES	
Registration Number:	2490301	PROJECTFOCUS	
Registration Number:	2494647	PROJECTFOCUS: A PROJECT MANAGEMENT METHO	
Registration Number:	2429496	PROJECTFRAMEWORK	
Registration Number:	2432071	PROJECTFRAMEWORK A PROJECT MANAGEMENT MA	
Registration Number:	2626892	RAM	
Registration Number:	4419197	SKILLSHARKS	
Registration Number:	4419198	SKILLSHARKS	
Registration Number:	4419200	SKILLSHARKS LEARN FAST. GET RESULTS.	
Registration Number:	4538600	UGLY PROJECTS	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 3020363

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	057354-0005
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NAME OF SUBMITTER:	Anna T Kwan
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SIGNATURE:	/atk/
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DATE SIGNED:	02/03/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by TWENTYEIGHTY STRATEGY EXECUTION, INC., a Virginia 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 “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Administrative 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, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Administrative 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 Borrower thereunder, each Grantor hereby agrees with the Administrative 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. Each 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 and all IP Licenses 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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.

[SIGNATURE PAGES FOLLOW]

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.

TWENTYEIGHTY STRATEGY EXECUTION, INC.,
as Grantor

By: 

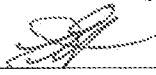
Name: Carl Long
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005981 FRAME: 0925

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See attached.

No.	Owner Name	Country	Mark	File Date	Registration #	Application #
1.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	BAAPPRAISE	9/1/2004	3,020,363	78/477,065
2.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	BAAPPRAISE A KNOWLEDGE APPRAISAL	9/1/2004	3,037,809	78/477,126
3.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	ESI INTERNATIONAL	5/24/1996	2,186,364	75/109,233
4.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	LEARN FAST. GET RESULTS.	1/18/2012	4,419,199	85/518,856
5.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	MYESI & Design	1/10/2007	3,296,796	77/079,573
6.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PMAPPRAISE	6/8/2007	3,380,907	77/201,029
7.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSESSMENT	6/19/1998	2,356,080	75/505,478
8.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PROJECTFOCUS	3/15/2000	2,490,301	76/000,911
9.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PROJECTFOCUS: A PROJECT MANAGEMENT METHODOLOGY	6/19/1998	2,494,647	75/505,477
10.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PROJECTFRAMEWORK	9/13/1999	2,429,496	75/798,010
11.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	PROJECTFRAMEWORK A PROJECT MANAGEMENT MATURITY MODEL	9/4/1998	2,432,071	75/548,113
12.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	RAM	2/13/2001	2,626,892	76/209,308
13.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	SKILLSHARKS	1/18/2012	4,419,197	85/518,853
14.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	SKILLSHARKS & Design	1/18/2012	4,419,198	85/518,854
15.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	SKILLSHARKS LEARN FAST. GET RESULTS. & Design	1/18/2012	4,419,200	85/518,857
16.	TwentyEighty Strategy Execution, Inc.	UNITED STATES	UGLY PROJECTS	8/14/2012	4,538,600	85/702,815