

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACE3, LLC		06/06/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WEBSTER BUSINESS CREDIT CORPORATION		
Street Address:	360 LEXINGTON AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3952541	DEFINE YOUR X	
Registration Number:	3985433	TRACE3	
Registration Number:	4046283	WHAT IS YOUR X	
Registration Number:	4046288	TRACE YOUR WAY BACK TO THE BUSINESS	
Registration Number:	4053733	CO-MANAGEMENT	
Registration Number:	4095378	TRACE YOUR WAY BACK TO THE BUSINESS	
Registration Number:	4159885	DEFINE YOUR X	
Registration Number:	4223358	TRAINING AS A SERVICE	
Registration Number:	4318294	LEADERSHIP AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	80091442		
<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.com		
Correspondent Name:	CT Corporation System		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 3952541

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	06/06/2017
Total Attachments: 7 source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page1.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page2.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page3.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page4.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page5.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page6.tif source=Webster-Trace3-trademark security agreement to be file with USPTO_0001#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 6th day of June, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WEBSTER BUSINESS CREDIT CORPORATION**, in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated as of June 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Escape Velocity Holdings, Inc., a Delaware corporation (“**Parent**”), Escape Velocity Acquisition, Inc., a Delaware corporation (the “**Initial Borrower**” and, after the consummation of the Post-Closing Assumption, “**Holdings**”), Trace3, LLC, a California limited liability company (“**Trace3**”) (effective upon and following the consummation of the Post-Closing Assumption) (the Initial Borrower or Trace3, as applicable, in its capacity as a borrower under the Credit Agreement and together with each other Person joined thereto from time to time as a borrower thereunder, each, a “**Borrower**” and collectively, the “**Borrowers**”), the other Guarantors party thereto from time to time, the Lenders party thereto from time to time and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of June 6, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred

to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, f for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademarks registrations granted after the date hereof pursuant to Section 7(g)(v) of the Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. RELEASE. Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the Security Interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement, upon Borrower's request, Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantors to evidence such termination and release.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

TRACE3, LLC

By:  _____

Name: Matthew Robinson

Title: Vice President, Assistant Secretary
and Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WEBSTER BUSINESS CREDIT
CORPORATION**

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006078 FRAME: 0097**


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR: **TRACE3, LLC**

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

AGENT: **WEBSTER BUSINESS CREDIT CORPORATION**

By:  _____
Name: Steven Schuit
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006078 FRAME: 0098

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Word Mark	Registration Number	Serial Number
Trace3, LLC	USA	DEFINE YOUR X	3952541	85042104
Trace3, LLC	USA	TRACE3	3985433	85180495
Trace3, LLC	USA	WHAT IS YOUR X	4046283	85042102
Trace3, LLC	USA	TRACE YOUR WAY BACK TO THE BUSINESS	4046288	85043280
Trace3, LLC	USA	CO-MANAGEMENT	4053733	85042105
Trace3, LLC	USA	TRACE YOUR WAY BACK TO THE BUSINESS	4095378	85180562
Trace3, LLC	USA	DEFINE YOUR X	4159885	85180530
Trace3, LLC	USA	TRAINING AS A SERVICE	4223358	85510478
Trace3, LLC	USA	LEADERSHIP AS A SERVICE	4318294	85510753

Schedule I-1