

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
360TRAINING.COM, INC.		02/02/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4045244	360TRAINING.COM	
<b>Registration Number:</b>	4048734	360INSTITUTE	
<b>Registration Number:</b>	4048704	SECURITIESCAMPUS.COM	
<b>Registration Number:</b>	4048503	COSMETOLOGYCAMPUS.COM	
<b>Registration Number:</b>	4048501	CPACAMPUS.COM	
<b>Registration Number:</b>	4014179	HEALTHCAMPUS.COM	
<b>Registration Number:</b>	4048495	LEARNINSURANCE.COM	
<b>Registration Number:</b>	4059276	AGENTCAMPUS.COM	
<b>Registration Number:</b>	4009642	LEARN2SERVE	
<b>Registration Number:</b>	4104204	OSHACAMPUS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$265.00 4045244

<b>NAME OF SUBMITTER:</b>	Rebecca Dyson
<b>SIGNATURE:</b>	/rebecca dyson/
<b>DATE SIGNED:</b>	02/02/2018
<b>Total Attachments: 5</b> source=Madison 360 Trademark Security Agreement#page1.tif source=Madison 360 Trademark Security Agreement#page2.tif source=Madison 360 Trademark Security Agreement#page3.tif source=Madison 360 Trademark Security Agreement#page4.tif source=Madison 360 Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of February 2, 2018, by 360training.com, Inc., a Delaware corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, the other “**Borrowers**” party thereto (each a “**Borrower**” and collectively the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including United States registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any United States reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Secured Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor’s expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.


5. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. Waiver of Jury Trial. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Pages Follow]

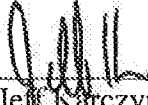
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**360TRAINING.COM, INC.**, a Texas corporation

By:   
Name: Thomas Anderson  
Title: CEO, President and Secretary

Agreed and accepted as of  
the date first written above:

**MADISON CAPITAL FUNDING LLC, as Agent**

By:   
Name: Jeff Karczynski  
Title: Vice President

## **SCHEDULE A**

### **Trademark Registrations**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
360TRAINING.COM	85281988	31-MAR-2011	4045244	25-OCT-2011
360INSTITUTE	85281969	31-MAR-2011	4048734	01-NOV-2011
SECURITIESCAMPUS.COM	85278073	27-MAR-2011	4048704	01-NOV-2011
COSMETOLOGYCAMPUS.COM	85265710	14-MAR-2011	4048503	01-NOV-2011
CPACAMPUS.COM	85265704	14-MAR-2011	4048501	01-NOV-2011
HEALTHCAMPUS.COM	85265714	14-MAR-2011	4014179	16-AUG-2011
LEARNINSURANCE.COM	85265486	12-MAR-2011	4048495	01-NOV-2011
AGENTCAMPUS.COM	85265469	12-MAR-2011	4059276	22-NOV-2011
LEARN2SERVE	85225115	25-JAN-2011	4009642	09-AUG-2011
OSHACAMPUS.COM	85213764	10-JAN-2011	4104204	28-FEB-2012

### **Trademark Applications**

None.