

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John M. Campbell and Company		03/29/2018	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	500 Boylston Street, 24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2371364	CAMPBELL GAS COURSE	
Registration Number:	2477171	GCAP	
Registration Number:	2323658	IPD INDIVIDUALIZED PROFESSIONAL DEVELOPM	
Registration Number:	2311476	JMC	
Registration Number:	2361599	JOHN M. CAMPBELL & CO.	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-238-3214		
Email:	selwin@emmetmarvin.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F176262 TM IPSA JMC		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		

OP \$140.00 2371364

DATE SIGNED:	03/29/2018
Total Attachments: 3 source=Grant of Security Interest Trademarks John M. Campbell and Company#page2.tif source=Grant of Security Interest Trademarks John M. Campbell and Company#page3.tif source=Grant of Security Interest Trademarks John M. Campbell and Company#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **JOHN M. CAMPBELL AND COMPANY**, an Oklahoma limited liability company (the "*Grantor*"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (the "*Administrative Agent*") are parties to a Security Agreement, dated as of March 29, 2018 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Administrative Agent a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding the foregoing, for clarity, the Trademark Collateral does not include any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, such application or any registration issued as a result of such intent-to-use trademark applications under applicable Law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 500 Boylston Street, Boston, Massachusetts 02116.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of March 29, 2018.

JOHN M. CAMPBELL AND
COMPANY

By: 
Name: Chad Greenway
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 006303 FRAME: 0731

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of March 29, 2018

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date</u>
Campbell Gas Course	2,371,364/ 75/830,724	07/25/2000
GCAP	2,477,171/ 75/728,022	08/14/2001
IPD Individualized Professional Development	2,323,658/ 75/596,386	02/29/2000
JMC	2,311,476/ 75/596,393	01/25/2000
John M. Campbell & Co.	2,361,599/ 75/596,400	06/27/2000