

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Resource Development Company, LLC		03/29/2018	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	500 Boylston Street, 24th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1881894	BASYS	
<b>Registration Number:</b>	2278882	ACTIVE LEARNER	
<b>Registration Number:</b>	2396803	PILOT	
<b>Registration Number:</b>	4368314	KNOWLEDGEWEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-238-3214		
<b>Email:</b>	selwin@emmetmarvin.com		
<b>Correspondent Name:</b>	Sharon Elwin		
<b>Address Line 1:</b>	120 Broadway, 32nd Floor		
<b>Address Line 2:</b>	Emmet Marvin & Martin, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	F176262 TM IPSA RDC		
<b>NAME OF SUBMITTER:</b>	Sharon Elwin		
<b>SIGNATURE:</b>	/Sharon Elwin/		
<b>DATE SIGNED:</b>	03/29/2018		

OP \$115.00 1881894

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **RESOURCE DEVELOPMENT COMPANY, LLC**, a Michigan 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 I 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.

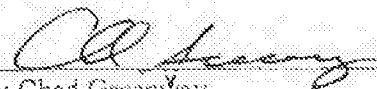
Notwithstanding the foregoing, for clarity, the Trademark Collateral does not include any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, 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 21, 2018.

RESOURCE DEVELOPMENT  
COMPANY, LLC

By:   
Name: Chad Greenway  
Title: Chief Financial Officer

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

**TRADEMARK**  
**REEL: 006303 FRAME: 0747**

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

<u>Trademark</u>	<u>Registration No. or Serial No.</u>	<u>Registration Date or Application Date</u>
BASYS	1,881,894	03/07/1995
Active Learner	2,278,882	09/21/1999
PILOT	2,396,803	10/24/2000
KnowledgeWeb	4,368,314	07/16/2013