

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM472469

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SELECT INTELLECTUAL, LLC		05/03/2018	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST, AS ADMINISTRATIVE AGENT
Street Address:	7255 Woodmont Avenue, Suite 200
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3526538	SELECT ASSESSMENT
Registration Number:	3526997	SELECT SALESPRO
Registration Number:	3681287	ROADWORTHY
Registration Number:	3710290	SECUREFIT
Registration Number:	3765082	SERVICEFIT
Registration Number:	2351318	SELECT INTERNATIONAL
Registration Number:	3874699	PROFIT
Registration Number:	4885706	365 IS THE NEW 360
Registration Number:	4915042	SUCCESS COACH
Registration Number:	2448608	SELECT INTERNATIONAL
Registration Number:	2487355	SELECT INTERVIEWING
Registration Number:	4046957	NURSEFIT
Registration Number:	2605847	EZAPP
Registration Number:	2605848	SELECTRAK
Registration Number:	5290187	SAFETYDNA
Registration Number:	3300635	SELECT INTERNATIONAL
Registration Number:	3300639	SELECT INTERNATIONAL

TRADEMARK

CH \$465.00 3526538

Property Type	Number	Word Mark
Serial Number:	87612443	TASKDNA

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964 / 090
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/03/2018

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of May 3, 2018 among Grantors listed on the signature pages hereof (“**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of January 20, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among PSI SERVICES LLC, a Delaware limited liability company (“**Borrower**”), PSI INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the other Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors (as defined therein), the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Second Lien Security and Pledge Agreement dated as of January 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing second priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, 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 Administrative Agent, the other Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Administrative Agent within forty-five (45) days (or sixty (60) days in the case of the first two fiscal quarters after the Closing Date) after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally (but Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule

1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. **SUCCESSORS IN INTEREST.** This Trademark Security Agreement shall be binding upon each Grantor, its successors and permitted assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

7. **COUNTERPARTS; INTEGRATION.** This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. **MISCELLANEOUS.** The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 1.3 (*Other Definitional Provisions*), 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers; Extensions*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, 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.

GRANTOR:

SELECT INTELLECTUAL, LLC,
as a Grantor

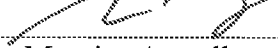
By: 
Name: Jeffrey E. Moxie
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Grantor	Mark	Goods and Services	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Select Intellectual, LLC	TASKDNA	posters, printed information graphics, placards, informational cards and signs of paper and cardboard in the field of workplace safety and safety awareness	87612443	9/18/17	N/A	N/A
Select Intellectual, LLC	Select Assessment	Business services, namely, providing assessment services via the Internet for measuring the skills and knowledge of employee candidates	77291370	9/28/2007	3,526,538	11/04/2008
Select Intellectual, LLC	Select Salespro	Business services, namely, providing assessment services via the Internet for measuring the skills and knowledge of employee candidates.	77417462	3/10/2008	3,526,997	11/04/2008
Select Intellectual, LLC	Roadworthy	Business services, namely, providing personnel selection and assessment services by identifying, and screening of employment skills of truck driver candidates.	77581260	9/29/2008	3,681,287	09/08/2009
Select Intellectual, LLC	Securefit	Business services, namely, providing personnel selection and assessment services by identifying, and screening of employment skills of employee candidates	77619753	11/21/2008	3,710,290	11/10/2009

Select Intellectual, LLC	Servicefit	Business services, namely, providing personnel selection and assessment services by identifying, and screening of employment skills of employee candidates.	77672953	2/18/2009	3,765,082	03/23/2010
Select Intellectual, LLC	Select International (design plus words)	Consulting services on personnel management, specifically excluding the provision of employee recruitment and employee placement services.	75542698	8/25/1998	2,351,318	05/23/2000
Select Intellectual, LLC	PrōFit	Business services, namely, providing personnel selection and assessment services by identifying, and screening of employment skills of employee candidates.	77850205	10/16/2009	3,874,699	11/09/2010
Select International, LLC	365 is the new 360	Providing professional feedback services informally and continually in the nature of business networking of peer-to-peer learning groups to assist business leaders selected from their circle of business contacts.	86657418	6/10/2015	4,885,706	01/12/2016
Select International, LLC	Success Coach	Providing a secure web site featuring technology that enables business leaders to get feedback and personal coaching from their circle	86511980	1/23/2015	4,915,042	03/08/2016

		of business contacts on a real-time, frequent basis				
Select International, LLC	Select International (typed drawing)	Consulting services on personnel management *, specifically excluding the provision of employee recruitment and employee placement services	2448608	5/8/2011	2,448,608	05/08/2001
Select International, LLC	Select Interviewing	business consultation, namely providing structured interviewing technology for job candidate assessment.	2487355	6/19/2001	2,487,355	09/11/2001
Select Intellectual, LLC	Nursefit	Business services, namely, providing personnel selection and assessment services by identifying, and screening of employment skills of employee candidates	85209944	1/4/2011	4,046,957	10/25/2011
Select International, LLC	EZAPP	PROVIDING USER ACCESS TO TOUCH-TONE TELEPHONE AND ONLINE WEB-BASED SOFTWARE THAT TESTS, ASSESSES, AND EVALUATES JOB CANDIDATES	76246531	4/26/2001	2,605,847	08/06/2002
Select Intellectual, LLC	Selectrak	PROVIDING USER ACCESS TO ONLINE WEB-BASED SOFTWARE THAT STORES, TRACKS, MEASURES,	76246532	4/26/2001	2,605,848	08/06/2002

		AND RANKS JOB CANDIDATE TESTS, ASSESSMENTS, AND EVALUATIONS.				
Select Intellectual, LLC	SAFETYDNA	Printed educational test materials, instructions, manuals, brochures, education materials and informational cards and sheets regarding workplace safety and safety awareness.	87317898	1/30/2017	5,290,187	09/19/2017
Select Intellectual, LLC	365 is the new 360	Providing professional feedback services informally and continually in the nature of business networking of peer-to-peer learning groups to assist business leaders selected from their circle of business contacts.	86657418	1/10/2015	4,885,706	01/12/2016
Select Intellectual, LLC	Success Coach	Providing a secure web site featuring technology that enables business leaders to get feedback and personal coaching from their circle of business contacts on a real- time, frequent basis.	86511980	1/23/2015	4,915,042	03/08/2016
Select Intellectual, LLC	Select International	Personnel management consultation services.	76671782	1/25/2007	3,300,635	10/02/2007
Select Intellectual, LLC	Select International (design plus words)	Personnel management consultation services.	76671929	1/29/2007	3,300,639	10/02/2007