

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469587

<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>
Convergence Training, LLC		04/12/2018	Limited Liability Company: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4202904	BAD TRAINING SUCKS WWW.BUYBETTERTRAINING	
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F176530		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	04/12/2018		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 12, 2018, is entered into by the signatory listed as grantor on the signature page hereto (the "**Grantor**"), and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent, pursuant to (i) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of February 10, 2017 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantor (pursuant to that certain Assumption Agreement dated as of the date hereof by the Grantor in favor of the Assignee) and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Amended and Restated Credit Agreement, dated as of February 10, 2017 as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of December 26, 2017, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement, dated as of February 27, 2018, and as further amended by that certain Third Amendment to Amended and Restated Credit Agreement (the "**Amendment**") dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**") among the Parent, the Borrower, the Lenders party thereto from time to time and Silicon Valley Bank as Administrative Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, Credit Agreement or the Amendment, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, "**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (excluding any United States intent-to-use trademark or service mark applications), whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks registered with the United States Patent and Trademark Office existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. The Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

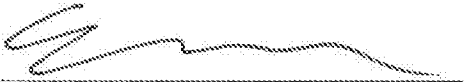
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

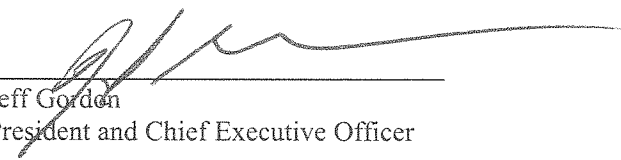
By:   
Name: Eugene Wong  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006346 FRAME: 0544**

GRANTOR:

CONVERGENCE TRAINING, LLC

By:  \_\_\_\_\_

Name: Jeff Gordon

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006346 FRAME: 0545**

SCHEDULE A

Mark	Status	Serial No	Filing Date	Registration No.	Registration Date
BAD TRAINING SUCKS WWW.BUYBETTERTRAINING.COM & Design	Registered <sup>1</sup>	85/154,183	10/15/2010	4,202,904	9/4/2012

<sup>1</sup> The listed owner for the registration is Randall T. Kohlfarber DBA Convergence Training. An assignment has been filed with the USPTO assigning all right, title and interest in the registration to Convergence. Once such assignment has been recorded by the USPTO, the USPTO's records will be updated in the ordinary course.