

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Advisory Services, Inc.		07/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent and Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87883923	AAS AUTO ADVISORY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	07/19/2018		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2018 (this “Trademark Security Agreement”), by and among the Grantors party hereto and Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of July 19, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among KPA Parent Holdings, Inc., a Delaware corporation and successor by merger to Element Buyer, Inc. (the “Borrower”), Element Midco, Inc., a Delaware corporation (“Holdings”), each of the other Grantors from time to time party thereto and Antares Capital LP, in its capacity as administrative agent and collateral agent for the Secured Parties (the “Administrative Agent”).

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of July 19, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any “intent-to-use” applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the

event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

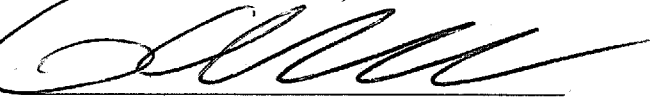
KPA SERVICES, LLC

By: 

Name: Gabriel Orvis

Title: Chief Financial Officer, Secretary and
Treasurer

AUTO ADVISORY SERVICES, INC.

By: 

Name: Gabriel Orvis

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006385 FRAME: 0591


ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

By: Phillip Croff
Name: Phillip Croff
Title: Duly Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Trademark Applications

Borrower/Grantor	Trademark	Country	Status	Filing Date / Registration Date	Application No./ Registration No.
Auto Advisory Services, Inc.	AAS AUTO ADVISORY SERVICES 	United States	Pending	04/19/2018	87/883,923
KPA Services, LLC	KPA	United States	Registered	11/28/2016 8/8/2017	87/249,099 5259697
KPA Services, LLC	HRDRIVE	United States	Registered	5/31/2016 1/23/2018	87/054,390 5387485
KPA Services, LLC	HRDRIVE	United States	Registered	5/31/2016 1/23/2018	87/054,393 5387486
KPA Services, LLC	AUDIT TRACK	United States	Registered	3/3/2016 8/9/2016	86/928,564 5019563
KPA Services, LLC	SUCCEED AGILITY	United States	Registered	3/3/2016 10/11/2016	86/928,565 5059047
KPA Services, LLC	SAFETY OBSERVATION TRACK	United States	Registered	12/1/2015 6/28/2016	86/836,117 4990695
KPA Services, LLC	SUCCEED SAFETY TIPS	United States	Registered	7/24/2015 4/26/2016	86/704,607 4945073
KPA Services, LLC	AGING SERVICES RX	United States	Registered	1/27/2014 9/2/2014	86/175,653 4596679
KPA Services, LLC	BBS TRACK	United States	Registered	1/27/2014 11/11/2014	86/175,663 4638722

KPA Services, LLC	DENTAL SOLUTIONS RX	United States	Registered	1/27/2014	86/175,705
				9/2/2014	4596682
KPA Services, LLC	INCIDENT TRACK	United States	Registered	1/27/2014	86/175,723
				12/9/2014	4654519
KPA Services, LLC	JOB DESCRIPTION TRACK	United States	Registered	1/27/2014	86/175,739
				11/11/2014	4638723
KPA Services, LLC	RISK MANAGEMENT CENTER	United States	Registered	1/27/2014	86/175,756
				12/16/2014	4657934
KPA Services, LLC	RISK MANAGEMENT LIBRARY	United States	Registered	1/27/2014	86/175,785
				11/18/2014	4642779
KPA Services, LLC	SDS TRACK	United States	Registered	1/27/2014	86/175,798
				11/11/2014	4638724
KPA Services, LLC	SUCCEED MANAGEMENT SOLUTIONS, LLC	United States	Registered	1/27/2014	86/175,859
				3/24/2015	4706494
KPA Services, LLC	SUCCEED UNIVERSITY	United States	Registered	1/27/2014	86/175,980
				9/2/2014	4596688
KPA Services, LLC	SUCCEED RISK MANAGEMENT CENTER	United States	Registered	1/27/2014	86/176,002
				2/17/2015	4687148
KPA Services, LLC	TASK TRACK	United States	Registered	1/27/2014	86/176,035
				11/11/2014	4638725
KPA Services, LLC	SUCCEED ADVANTAGE	United States	Registered	1/27/2014	86/176,039
				8/26/2014	4592691
KPA Services, LLC	ERS-USA	United States	Registered	8/5/2011	85/390,397
				3/20/2012	4114860
KPA Services, LLC	SUCCEED RM CERTIFICATION	United States	Registered	5/12/2011	85/319,735
				1/31/2012	4093411

KPA Services, LLC	KPA	United States	Registered	8/10/2007	77/252,119
				1/27/2009	3566519
KPA Services, LLC	COI TRACK	United States	Registered	2/11/2005	78/565,863
				6/6/2006	3100341

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RECORDED: 07/19/2018

**TRADEMARK
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