

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM488329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Humantech, Inc.		08/31/2018	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Guggenheim Corporate Funding, LLC
Street Address:	330 Madison Avenue, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5112275	ERGONOMICS DONE RIGHT
Registration Number:	3570375	30-INCH VIEW
Registration Number:	3570376	30-INCH VIEW
Registration Number:	3570377	30-INCH VIEW
Registration Number:	4371700	ERGONOMICS HIT LIST
Registration Number:	4512867	ERGONOMICS MATURITY CURVE
Registration Number:	3941587	ERGOPOINT
Registration Number:	4605022	FIND IT - FIX IT CHALLENGE
Registration Number:	1842012	HUMANTECH
Registration Number:	4447326	LEARN DO MANAGE
Registration Number:	4447412	THE FOUR POINTS OF CONTACT
Registration Number:	4541988	THE HUMANTECH SYSTEM
Registration Number:	5089460	THE HUMANTECH SYSTEM
Registration Number:	4546545	WORK DOESN'T NEED TO BE A PAIN!

CH \$365.00 5112275

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532

Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 08/31/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of August 31, 2018 by Humantech, Inc., a corporation organized and existing under the laws of the State of Michigan (the “**Grantor**”), in favor of GUGGENHEIM CORPORATE FUNDING, LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of December 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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 hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property 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**”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the 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.

Humantech, Inc.
as the Grantor

By:  _____

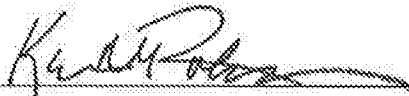
Name: Doug States

Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006427 FRAME: 0805

Accepted and Agreed:
GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: 
Name: **Kevin Robinson**
Title: **Attorney-in-Fact**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006427 FRAME: 0806

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

SERIAL NO.	REG. NO	MARK	APP. OR REG. DATE
86847793	5112275	ERGONOMICS DONE RIGHT	01/03/2017
77106595	3570375	30-INCH VIEW	02/03/2009
77106600	3570376	30-INCH VIEW	02/03/2009
77106602	3570377	30-INCH VIEW	02/03/2009
85791256	4371700	ERGONOMICS HIT LIST	07/23/2013
85917396	4512867	ERGONOMICS MATURITY CURVE	04/08/2014
77879488	3941587	ERGOPOINT	04/05/2011
86185909	4605022	FIND IT – FIX IT CHALLENGE	09/16/2014
74396455	1842012	HUMANTECH	06/28/1994
85908981	4447326	LEARN DO MANAGE	12/10/2013
85911683	4447412	THE FOUR POINTS OF CONTACT	12/10/2013

85908232	4541988	THE HUMANTECH SYSTEM	06/03/2014
86840830	5089460	THE HUMANTECH SYSTEM	11/29/2016
86000552	4546545	WORK DOESN'T NEED TO BE A PAIN!	06/10/2014