

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIRECTPATH, LLC		09/18/2018	Limited Liability Company: DELAWARE
EA HR ACQUISITION, LLC		09/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS ADMINISTRATIVE AGENT		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4101568	EA ENROLLMENT ADVISORS	
Registration Number:	5351495	DIRECTPATH	
Registration Number:	5219900	DIRECTPATH	
Registration Number:	5214867	DIRECTPATH	
Registration Number:	3573696	THE LAB	
Registration Number:	4483890	THE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7793.005		

OP \$165.00 4101568

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	09/18/2018
Total Attachments: 6 source=DirectPath Trademark Security Agreement#page1.tif source=DirectPath Trademark Security Agreement#page2.tif source=DirectPath Trademark Security Agreement#page3.tif source=DirectPath Trademark Security Agreement#page4.tif source=DirectPath Trademark Security Agreement#page5.tif source=DirectPath Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2018, is made by DIRECTPATH, LLC, a Delaware limited liability company ("DirectPath"), and EA HR ACQUISITION, LLC, a Delaware limited liability company (each, a "Grantor" and, collectively, the "Grantors"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 18, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DP FLORES, INC., a Delaware corporation, DirectPath, FLORES & ASSOCIATES, LLC, a Delaware limited liability company (together with DirectPath and each Person who executes a Joinder Agreement and becomes party to the Credit Agreement as a "Borrower", each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of September 18, 2018 in favor of the Administrative Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that each Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment 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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 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. Such Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting such Grantor's obligations under this Section, such Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party

hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

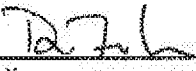
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

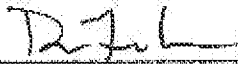
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DIRECTPATH, LLC, as a Grantor
By: DP Flores, Inc., its Sole Member

By: 
Name: Davis Fulkerson
Title: President

EA HR ACQUISITION, LLC, as a Grantor
By: DirectPath, LLC, its Sole Member
By: DP Flores, Inc., its Sole Member

By: 
Name: Davis Fulkerson
Title: President

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

Very truly yours,

DIRECTPATH, LLC, as a Grantor

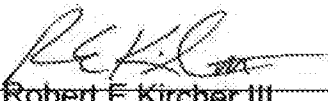
By: _____
Name: _____
Title: _____

EA HR ACQUISITION, LLC, as a Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.,
as Administrative Agent

By:  _____
Name: **Robert E Kircher III**
Title: **Managing Director**

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
DirectPath, LLC	EA ENROLLMENT ADVISORS	85324934	4101568	02/21/12
DirectPath, LLC	DIRECTPATH	87117593	5351495	12/05/17
DirectPath, LLC	DIRECTPATH	87117601	5219900	06/06/17
DirectPath, LLC	DIRECTPATH	86897226	5214867	05/30/17
EA HR Acquisition, LLC	THE LAB	77343218	3573696	02/10/09
EA HR Acquisition, LLC	THE SOURCE	85888877	4483890	02/18/14

2. TRADEMARK APPLICATIONS

None.