

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scenario Learning, LLC		11/21/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88197453	TEACHPOINT	
Registration Number:	5273799	SCENARIO LEARNING	
Registration Number:	4683020	SAFE PERSONNEL	
Registration Number:	3898728	SAFE SCHOOLS	
Registration Number:	3741309	SAFE COLLEGES	
Registration Number:	4310818	EXCEPTIONAL CHILD	
Registration Number:	4278279	TEACHPOINT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0019		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 88197453

DATE SIGNED:	11/27/2018
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Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 21, 2018, by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) and **OWL ROCK CAPITAL CORPORATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, the Grantors are parties to a First Lien Pledge and Security Agreement, dated as of November 21, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantors hereby agree 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 meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of the Grantors listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. The Grantors hereby acknowledge and affirm 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 (and are expressly subject to the terms and conditions thereof). In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors, at the Grantors’ expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.


SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this First Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

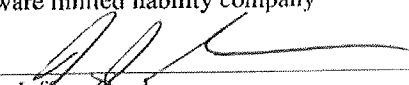
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IN WITNESS WHEREOF, Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CONVERGENCE TRAINING, LLC,
a Washington limited liability company

By: 
Name: Jeffrey Gordon
Title: President


REDVECTOR.COM, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey Gordon
Title: President

SCENARIO LEARNING, LLC,
an Ohio limited liability company

By: 
Name: Jeffrey Gordon
Title: President

TARGETSOLUTIONS LEARNING, LLC,
a Delaware limited liability company

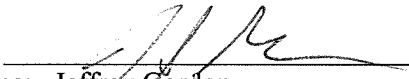
By: 
Name: Jeffrey Gordon
Title: President

TARGETSOLUTIONS, INC.,
a California corporation

By: 
Name: Jeffrey Gordon
Title: President

[Signature Page to First Lien Trademark Security Agreement]

CASINO ESSENTIALS LLC,
a Nevada limited liability company

By: 
Name: Jeffrey Gordon
Title: President

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent


By: 
Name: Alan Kirshenbaum
Title: Chief Financial Officer

SCHEDULE I

10

FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Database	Applicati on Number	Registrati on Number	Applicati on Date	Registrati on Date	Status	Owner
BAD TRAINING SUCKS WWW.BUYBETT ERTRAINING.C OM	U.S. Federal	85154183	4202904	10/15/201 0	9/4/2012	Registered	Convergence Training, LLC (WA)
CASINO ESSENTIALS	U.S. Federal	87533039	5411866	7/18/17	2/27/18	Registered	Casino Essentials LLC
TEACHPOINT	U.S. Federal	88197453		11/16/18		Pending	Scenario Learning, LLC, DBA Vector Solutions (OH)
PULSE	U.S. Federal	73776840	1574523	1/24/1989	1/2/1990	Renewed (Registered)	TargetSolutions Learning, LLC (DE)
	U.S. Federal	85240230	4120537	2/11/2011	4/3/2012	Registered	TargetSolutions Learning, LLC (DE)
STUDENTSUCC ESS	U.S. Federal	85240272	4120538	2/11/2011	4/3/2012	Registered	TargetSolutions Learning, LLC (DE)

STUDENTSUCCESS	U.S. Federal	85240293	4120540	2/11/2011	4/3/2012	Registered	TargetSolutions Learning, LLC (DE)
NOT ANY MORE	U.S. Federal	86206143	4613408	2/27/2014	9/30/2014	Registered	TargetSolutions Learning, LLC (DE)
EVERY CHOICE	U.S. Federal	86033728	4501349	8/9/2013	3/25/2014	Registered	TargetSolutions Learning, LLC (DE)
REDVECTOR	U.S. Federal	76147649	2539845	10/16/2000	2/19/2002	Renewed (Registered)	Redvector.Com, LLC (DE)
REDVECTOR GO	U.S. Federal	87519933	5581805	7/7/2017	10/09/18	Registered	Redvector.Com, LLC (DE)
VECTOR	U.S. Federal	86791874	4987960	10/19/2015	6/28/2016	Registered	Redvector.Com, LLC (DE)
SMARTTEAM	U.S. Federal	85256005	4187567	3/2/2011	8/7/2012	Registered	Redvector.Com, LLC (DE)
LICENSESURE	U.S. Federal	77354868	3476034	12/18/2007	7/29/2008	Renewed (Registered)	Redvector.Com, LLC (DE)
REDVECTOR	U.S. Federal	77034299	3281829	11/1/2006	8/21/2007	Renewed (Registered)	Redvector.Com, LLC (DE)
SCENARIO LEARNING	U.S. Federal	86852342	5273799	12/17/2015	8/29/2017	Registered	Scenario Learning, LLC (OH)
SAFE PERSONNEL	U.S. Federal	86222756	4683020	3/17/2014	2/3/2015	Registered Supplemental Register	Scenario Learning, LLC (OH)

SAFE SCHOOLS	U.S. Federal	77872921	3898728	11/15/2009	1/4/2011	Registered	Scenario Learning, LLC (OH)
SAFE COLLEGES	U.S. Federal	77577312	3741309	9/24/2008	1/19/2010	Registered Supplemental Register	Scenario Learning, LLC (OH)
EXCEPTIONAL CHILD	U.S. Federal	85586193	4310818	4/2/2012	3/26/2013	Registered Supplemental Register	Scenario Learning, LLC (OH) 7434
PSTN	U.S. Federal	85733582	4341900	9/20/2012	5/28/2013	Registered	TargetSolutions Learning, LLC (DE)
LETN	U.S. Federal	85498751	4190019	12/19/2011	8/14/2012	Registered	TargetSolutions Learning, LLC (DE)
FETN	U.S. Federal	85498797	4190022	12/19/2011	8/14/2012	Registered	TargetSolutions Learning, LLC (DE)
TS	U.S. Federal	85578416	4358966	3/23/2012	6/25/2013	Registered	TargetSolutions, Inc. (CA)
TS TARGETSOLUTIONS	U.S. Federal	85578438	4471511	3/23/2012	1/21/2014	Registered	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS	U.S. Federal	85578495	4358968	3/23/2012	6/25/2013	Registered	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS	U.S. Federal	85569814	4225758	3/14/2012	10/16/2012	Registered	TargetSolutions, Inc. (CA)

TARGETSOLUTIONS	U.S. Federal	85250045	4140090	2/23/2011	5/8/2012	Registered	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS	U.S. Federal	85250051	4258300	2/23/2011	12/11/2012	Registered	TargetSolutions, Inc. (CA)
LIVE TIP	U.S. State - Ohio		2354541		12/30/2014	Registered (OH)	Scenario Learning, LLC (OH)
SCHOOLMSDS	U.S. State - Ohio		2354542		12/30/2014	Registered (OH)	Scenario Learning, LLC (OH)
SAFESCHOOLS	U.S. State - Ohio		2354540		12/30/2014	Registered (OH)	Scenario Learning, LLC (OH)
TEACHPOINT	U.S. Federal	85486518	4278279	12/3/2011	1/22/2013	Registered	Scenario Learning, LLC (OH)