

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSCI, INC.		04/05/2019	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street		
Internal Address:	Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4621436	PREPARING FOR CHANGE MANAGING CHANGE REI	
Registration Number:	4012645	AWARENESS DESIRE KNOWLEDGE ABILITY REINF	
Registration Number:	4019522	ADKAR	
Registration Number:	4018750	PROSCI	
Registration Number:	3716755	ACMP	
Registration Number:	3782943	ASSOCIATION OF CHANGE MANAGEMENT PROFESS	
Registration Number:	2959461	ADKAR	
Registration Number:	2022283	PROSCI	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	212.940.6562		
Email:	joanne.arnold@kattenlaw.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten Muchin Rosenman LLP		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		

CH \$215.00 4621436

SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	04/05/2019
Total Attachments: 5 source=Prosci - Trademark Security Agreement (Execution Version)#page1.tif source=Prosci - Trademark Security Agreement (Execution Version)#page2.tif source=Prosci - Trademark Security Agreement (Execution Version)#page3.tif source=Prosci - Trademark Security Agreement (Execution Version)#page4.tif source=Prosci - Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 5, 2019, is made by Prosci, Inc., a Colorado corporation (the "Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith by and among Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantor and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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, has granted to Agent for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the "Trademark Collateral"):

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

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the

Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, 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.

PROSCI, INC., as Grantor

By: 
Name: Scott VanHoy
Title: Vice President & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as Agent

By: *K. Miland*
Name: Kathryn Miland
Title: Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

U. S. REGISTERED TRADEMARKS:

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
Prosci, Inc.	PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	4621436	10/14/14	85295215	4/14/11
Prosci, Inc.	AWARENESS DESIRE KNOWLEDGE ABILITY REINFORCEMENT	4012645	8/16/11	85249735	2/23/11
Prosci, Inc.	ADKAR	4019522	8/30/11	85238643	2/10/11
Prosci, Inc.	PROSCI	4018750	8/30/11	85216272	1/12/11
Prosci, Inc.	ACMP	3716755	11/24/09	77643924	1/6/09
Prosci, Inc.	ASSOCIATION OF CHANGE MANAGEMENT PROFESSIONALS	3782943	4/27/10	77626451	12/4/08
Prosci, Inc.	ADKAR	2959461	6/7/05	78310561	10/7/03
Prosci, Inc.	PROSCI	2022283	12/10/96	75065963	3/1/96