

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rideau Recognition Solutions Inc.		05/24/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC, as Collateral Agent		
Street Address:	500 W. 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5592907	VISTANCE RQ	
Registration Number:	5634692	RECOGNITION SKILLS ASSESSMENT	
Registration Number:	5607523	RECOGNITION PULSE	
Registration Number:	5607522	RQ SCORE	
Registration Number:	5398245	RECOGNITION PERCEPTION	
Registration Number:	5612369	RECOGNITION OUTPUT	
Registration Number:	2586708	SPORTSAWARDS.COM	
Registration Number:	4467977	RECOGNITION ASSISTANCE PROGRAM	
Registration Number:	4496849	RECOGNITION INVENTORY	
Registration Number:	2513855	RIDEAU	
Registration Number:	2667540	RIDEAU	
Registration Number:	4405558	RECOGNITION OPTIMIZATION PROCESS	
Registration Number:	4394774	RECOGNITION SKILLS INDEX	
Registration Number:	4394675	RECOGNITION QUOTIENT	
Registration Number:	3956497	REAL RECOGNITION. REAL RESULTS.	
Registration Number:	3927316	VISTANCE	
Serial Number:	87317647	ERM SCORE	
Serial Number:	87310664	RIDEAU	

CH \$465.00 5592907

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 69444-30070**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 05/28/2019**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 24, 2019, is made by Rideau Recognition Solutions Inc., a corporation amalgamated under the federal laws of Canada (as successor by amalgamation to Rideau Recognition Solutions Inc. and 11321137 Canada Inc.) ("Grantor"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 7, 2018 (as amended from time to time including, without limitation, that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of April 25, 2019, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **ENGAGE2EXCEL, INC.**, a Delaware corporation (the "Borrower"), **E2E HOLDINGS, INC.**, a Delaware corporation ("Holdings"), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), **AB PRIVATE CREDIT INVESTORS LLC**, as administrative agent, and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Deed of Hypothec, dated as of May 24, 2019, executed by Grantor and Vistance Technology Solutions Inc., a corporation incorporated under the federal laws of Canada, in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified, the "Hypothec"), to grant a security interest and Lien in the Trademark Collateral (as defined herein), among other collateral, to secure the Obligations;

WHEREAS, Grantor is a Subsidiary of the Borrower; and

WHEREAS, Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and pursuant to the requirements thereof, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 Obligations, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of Grantor (collectively, the "Trademark Collateral"):

- (a) all of its trademarks including those referred to on Annex A attached hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

- (d) all products and proceeds of the foregoing; and
- (e) all causes of action and any claims arising prior to or after the date hereof for past, present or future (i) infringement, unfair competition or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

Section 3. Hypothec. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by Grantor pursuant to the Hypothec and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral are more fully set forth in the Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 subject to a security interest hereunder.

Section 5. Counterparts. This 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.


Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

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

RIDEAU RECOGNITION SOLUTIONS INC.,
as Grantor

By: 
Name: **Peter W. Hart**
Title: **Director and President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006654 FRAME: 0674


ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,

as Collateral Agent

By: _____





Name: Kevin Alexander

Title: Managing Director

ANNEX A

Trademark Registrations/Applications

Grantor	Country	Mark	(Application No.)/ Registration No.	(Filing Date)/ Registration Date
Rideau Recognition Solutions Inc.	USA	VISTANCE RQ	5592907	October 30, 2018
Rideau Recognition Solutions Inc.	USA	RECOGNITION SKILLS ASSESSMENT	5634692	October 18, 2018
Rideau Recognition Solutions Inc.	USA	RECOGNITION PULSE	5607523	November 13, 2018
Rideau Recognition Solutions Inc.	USA	RQ SCORE	5607522	November 13, 2018
Rideau Recognition Solutions Inc.	USA	RECOGNITION PERCEPTION	5398245	February 6, 2018
Rideau Recognition Solutions Inc.	USA	RECOGNITION OUTPUT	5612369	November 20, 2018
Rideau Recognition Solutions Inc.	USA	SPORTSAWARDS.COM	2586708	June 25, 2002
Rideau Recognition Solutions Inc.	USA	RECOGNITION ASSISTANCE PROGRAM	4467977	January 14, 2014
Rideau Recognition Solutions Inc.	USA	RECOGNITION INVENTORY	4496849	March 18, 2014
Rideau Recognition Solutions Inc.	USA		2513855	December 4, 2001
Rideau Recognition Solutions Inc.	USA		2667540	December 31, 2002
Rideau Recognition Solutions Inc.	USA	RECOGNITION OPTIMIZATION PROCESS	4405558	September 24, 2013
Rideau Recognition Solutions Inc.	USA	RECOGNITION SKILLS INDEX (RSI)	4394774	September 3, 2013
Rideau Recognition Solutions Inc.	USA	Recognition Quotient	4394675	September 3, 2013
Rideau Recognition Solutions Inc.	USA	Real Recognition. Real Results.	3956497	May 10, 2011
Rideau Recognition Solutions Inc.	USA	VISTANCE	3927316	March 8, 2011
Rideau Recognition Solutions Inc.	USA	ERM SCORE	(87317647)	(January 30, 2017)
Rideau Recognition Solutions Inc.	USA	RIDEAU	(87310664)	(January 23, 2017)