

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITALSMARTS, LC		09/30/2019	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	CHURCHILL AGENCY SERVICES LLC, as Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2707306	CRUCIAL CONVERSATIONS	
Registration Number:	4234440	CHANGE ANYTHING	
Registration Number:	4442476	CRUCIAL ACCOUNTABILITY	
Registration Number:	4207142	CRUCIAL CONVERSATIONS	
Registration Number:	3894043	CRUCIAL CONVERSATIONS	
Registration Number:	3583304	CRUCIAL SKILLS	
Registration Number:	4568642	CULTURAL OPERATING SYSTEM	
Registration Number:	3219386		
Registration Number:	4494405	INFLUENCER TRAINING	
Registration Number:	4078817	INFLUENCER TRAINING	
Registration Number:	4568643	STORY COLLECTOR	
Registration Number:	3307103	VITALSMARTS	
Registration Number:	4502532	VITALSMARTS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
TRADEMARK			

CH \$340.00 2707306

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: 96939-30020

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 10/01/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of September, 2019, by VITALSMARTS, LC, a Utah limited liability company ("Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VITALSMARTS, LC

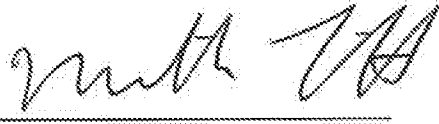
By: 
Name: Andrew Shimberg
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006759 FRAME: 0916

Agreed and Accepted
As of the Date First Written Above

**CHURCHILL AGENCY SERVICES
LLC, as Agent**

By: 

Name: Mathew Linett


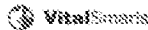
Title: Senior Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006759 FRAME: 0917**

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
VITALSMARTS	US State North Dakota	--	39433800 20-JUL-2015	VitalSmarts, LC
CRUCIAL CONVERSATIONS	USA	78145723 19-JUL-2002	2707306 15-APR-2003	VitalSmarts, LC
CHANGE ANYTHING	USA	85062166 14-JUN-2010	4234440 30-OCT-2012	VitalSmarts, LC
CRUCIAL ACCOUNTABILITY	USA	85754807 16-OCT-2012	4442476 03-DEC-2013	VitalSmarts, LC
CRUCIAL CONVERSATIONS	USA	85326654 21-MAY-2011	4207142 11-SEP-2012	VitalSmarts, LC
CRUCIAL CONVERSATIONS	USA	85070742 24-JUN-2010	3894043 21-DEC-2010	VitalSmarts, LC
CRUCIAL SKILLS	USA	77533833 29-JUL-2008	3583304 03-MAR- 2009	VitalSmarts, LC
CULTURAL OPERATING SYSTEM	USA	85434717 28-SEP-2011	4568642 15-JUL-2014	VitalSmarts, LC
Design Only 	USA	78504859 23-OCT-2004	3219386 20-MAR- 2007	VitalSmarts, LC
INFLUENCER TRAINING	USA	86007161 10-JUL-2013	4494405 11-MAR- 2014	VitalSmarts, LC
INFLUENCER TRAINING	USA	85022389 24-APR-2010	4078817 03-JAN-2012	VitalSmarts, LC
STORY COLLECTOR	USA	85434723 28- SEP-2011	4568643 15-JUL-2014	VitalSmarts, LC
VITALSMARTS	USA	78910213 16-JUN-2006	3307103 09-OCT-2007	VitalSmarts, LC
VITALSMARTS Design 	USA	85735703 21-SEP-2012	4502532 25-MAR- 2014	VitalSmarts, LC