

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TGS Holdings, LLC		10/02/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South, Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	State-Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5144451	THE GARDNER SCHOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	hderrick@gprm.com		
Correspondent Name:	Heather Derrick		
Address Line 1:	150 Third Avenue South, Suite 1700		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Heather A. Derrick		
SIGNATURE:	/Heather A. Derrick/		
DATE SIGNED:	10/15/2019		
Total Attachments: 4			
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Trademark Security Agreement

Trademark Security Agreement, dated as of October 2, 2019, by TGS Holdings, LLC (the "**Pledgor**"), in favor of PINNACLE BANK, in its capacity as lender pursuant to the Credit Agreement (in such capacity, the "**Lender**").

WITNESSETH:

WHEREAS, Pledgor is a party to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Indebtedness, Pledgor hereby pledges and grants to the Lender a lien on and security interest in all of the right, title and interest of Pledgor in, to and under the following Pledged Collateral of Pledgor (collectively, "**Trademark Collateral**"):

(a) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule I, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "**Trademarks**"),

(b) all Proceeds of any and all of the foregoing; in each case of the foregoing clause (a), and in each case of clauses (a) and (b), other than Excluded Property.

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 Lender pursuant to the Credit Agreement and Pledgor hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Indebtedness and termination of the Credit Agreement, the Lender shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant,

IN WITNESS WHEREOF, Pledgor's duly authorized officer has executed this Agreement as of the date first set forth above.

PLEDGOR:

TGS HOLDINGS, LLC,
a Tennessee limited liability company

By: TGS PARENT, LLC, its Sole Member

By: 
Name: Scott Thompson
Title: Chief Executive Officer

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, Julie Owen, a Notary Public of said County and State, personally appeared Scott Thompson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the Chief Executive Officer (or other officer authorized to execute the instrument) of TGS Parent, LLC, a Delaware limited liability company, the sole member of TGS Holdings, LLC, a Tennessee limited liability company, the within named bargainer, and that as such Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainer as the Chief Executive Officer of the sole member of bargainer.

Witness my hand and official seal, at Office in Franklin, Tennessee, this 24 day of September, 2019.

Julie O. Owen
Notary Public

My Commission Expires: 7.17.2021

State of TN
County of WILLIAMSON
The forgoing document was acknowledged before me
this 24 day of September, 2019
JULIE O. OWEN, Notary Public
COMMISSION EXPIRATION DATE 07/17/2021

Agreed to and Accepted:

PINNACLE BANK, as Lender

By: Steph A. Vekselhor
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
TGS Holdings, LLC	5144451	THE GARDNER SCHOOL

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