

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TALENTSMART, INC.		10/11/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LBC SMALL CAP SBIC, L.P., as Agent for the Lenders		
Street Address:	555 East Lancaster Avenue, Suite 450		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2841648	TALENTSMART	
Registration Number:	3448596	EMOTIONALINTELLIGENCE APPRAISAL	
Registration Number:	4726956	MASTERING EMOTIONAL INTELLIGENCE	
Registration Number:	3544661	SEAGULL MANAGER	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	505848-8		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	10/15/2019		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11th day of October, 2019, by and between TALENTSMART, INC., a California corporation (the “Grantor”), and LBC SMALL CAP SBIC, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 11, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among TalentSmart Holdings, LLC, a Delaware limited liability company, (“Holdings”), the Grantor (together with Holdings, the “Borrowers” and each, a “Borrower”), the other Credit Parties from time to time party thereto, the financial institutions or other entities from time to time party thereto (“Lenders”) and Agent, the Lenders have agreed to make the Loans and extend certain financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to extend the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Financing Documents, but only upon the condition, among others, that the Grantors (as defined in the Security Agreement) shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of October 11, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising; provided, however, that the foregoing shall not include any Excluded Collateral (collectively, the “Trademark Collateral”):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (F) all of the Grantor's rights corresponding thereto throughout the world ("Trademarks");

(b) (i) any written licenses provided to the Grantor in or with respect to Trademarks owned or controlled by any other Person, including those listed on Schedule I, and (ii) any written licenses provided to any other Person in or with respect to Trademarks owned or controlled by the Grantor, including those listed on Schedule I ("Trademark Licenses"); and

(c) all products and Proceeds of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any United States intent-to-use trademark or service mark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the PTO, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply

thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor with the written consent of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement and the security interest granted herein shall terminate in accordance with the terms of the Security Agreement or the Credit Agreement, as applicable.

7. COUNTERPARTS. This Trademark Security Agreement is a Financing Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

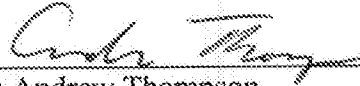
8. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

TALENTSMART, INC., a California corporation

By: 
Name: Andrew Thompson
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

TALENTSMART, INC., a California corporation

By: _____
Name: _____
Title: _____

**ACCEPTED AND
ACKNOWLEDGED BY:**

AGENT:

LBC SMALL CAP SBIC, L.P., a Delaware limited partnership

By: LBC Small Cap GP, LLC
Its: General Partner

By: Don K. Rice
Name: Don K. Rice
Title: Member and Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantors	Country	Mark	Application/ Registration No.	App/Reg Date
TalentSmart, Inc.	USA	TalentSmart	78153119 / 2,841,648	August 12, 2002 / May 11, 2004
TalentSmart, Inc.	USA	Emotional Intelligence Appraisal – Me Edition Online	77298784 / 3,448,596	October 8, 2007 / June 17, 2008
TalentSmart, Inc.	USA	Mastering Emotional Intelligence	86379134 / 4,726,956	August 27, 2014 / April 28, 2015
TalentSmart, Inc.	USA	Seagull Manager (Cancelled – July 10, 2015)	77298977 / 3,544,661	October 9, 2007 / December 9, 2008

Trademark Licenses

Description of License	Grantor
MPLC Umbrella License for use of Hollywood clips in the Company's training programs	TalentSmart, Inc.