

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPUTER ASSISTED TESTING SERVICE, LLC		10/18/2019	Limited Liability Company: CALIFORNIA
Institute for Personality and Ability Testing, Inc.		10/18/2019	Corporation: DELAWARE
OCL Real Estate LLC		10/18/2019	Limited Liability Company: DELAWARE
PERFORMANCE ASSESSMENT NETWORK, INC.		10/18/2019	Corporation: DELAWARE
PSI Services Inc.		10/18/2019	Corporation: KANSAS
PSI SERVICES LLC		10/18/2019	Limited Liability Company: DELAWARE
Select Intellectual, LLC		10/18/2019	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	MidCap Financial Trust, as Administrative Agent
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Trust: DELAWARE

## PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	5047861	PSI
Registration Number:	5041222	PSI
Registration Number:	4939807	EAS
Registration Number:	4939806	BST
Registration Number:	4939805	VIEWPOINT
Registration Number:	4931721	FORMCAST
Registration Number:	4898388	PREMIER PLUS
Registration Number:	4898387	ATLAS
Registration Number:	3594228	LASERGRADE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2664036	SECUREXAM
Registration Number:	5877536	PSI
Registration Number:	3274513	VITA
Registration Number:	3219751	PAN POWERED
Registration Number:	2975279	VITAL INFORMATION FOR TALENT ASSESSMENT
Registration Number:	2619770	PAN
Registration Number:	3061556	PAN
Registration Number:	2641767	PAN PERFORMANCE ASSESSMENT NETWORK
Registration Number:	2611675	PERFORMANCE ASSESSMENT NETWORK
Registration Number:	4407591	CATS
Registration Number:	4321999	COMIRA
Registration Number:	4332534	COMIRA
Registration Number:	4302234	RIAS
Registration Number:	4332535	TEST US.
Registration Number:	2561674	SILVERCATS
Registration Number:	4192963	NETASSESS
Registration Number:	4801815	IPAT
Registration Number:	2435209	NETASSESS
Registration Number:	2030219	16PF
Registration Number:	1983047	ONFAX
Registration Number:	1630378	16PF
Registration Number:	3526538	SELECT ASSESSMENT
Registration Number:	3526997	SELECT SALES PRO
Registration Number:	3681287	ROADWORTHY
Registration Number:	3710290	SECUREFIT
Registration Number:	3765082	SERVICEFIT
Registration Number:	3874699	PROFIT
Registration Number:	4046957	NURSEFIT
Registration Number:	5290187	SAFETYDNA
Registration Number:	3300635	SELECT INTERNATIONAL
Registration Number:	3300639	SELECT INTERNATIONAL
Registration Number:	4885706	365 IS THE NEW 360
Registration Number:	4915042	SUCCESS COACH
Registration Number:	2605847	EZAPP
Registration Number:	2605848	SELECTRAK
Registration Number:	2487355	SELECT INTERVIEWING
Registration Number:	2351318	SELECT INTERNATIONAL
Registration Number:	2448608	SELECT INTERNATIONAL

Property Type	Number	Word Mark
Registration Number:	5373268	INSPECTIT
Registration Number:	5490424	TASKDNA
Registration Number:	4528058	STRINGHAM SCHOOLS
Registration Number:	4528059	SS
Registration Number:	4541975	AHIT
Registration Number:	4550250	AMERICAN HOME INSPECTORS TRAINING INSTIT

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** ALANA GRAMER  
**Address Line 1:** C/O PAUL HASTINGS LLP  
**Address Line 2:** 200 Park Avenue  
**Address Line 4:** NEW YORK, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	10/18/2019

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of October 18, 2019 (this “**Trademark Security Agreement**”), by each of the undersigned grantors (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, the Grantors are party to a Security Agreement dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

**COMPUTER ASSISTED TESTING SERVICE, LLC  
INSTITUTE FOR PERSONALITY AND ABILITY  
TESTING, INC.  
OCL REAL ESTATE LLC  
PERFORMANCE ASSESSMENT NETWORK,  
INC.  
PSI SERVICES INC.  
PSI SERVICES LLC  
SELECT INTELLECTUAL, LLC**

By:



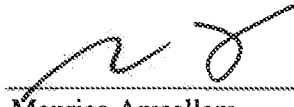
Name: Paul Dean

Title: Chief Financial Officer, Treasurer and  
Secretary

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P., its Investment  
Manager

By: Apollo Capital Management GP, LLC, its General  
Partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**Schedule I  
Trademark Registrations**

**Registrations:**

<u>MarkName</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>
PSI logo	PSI Services LLC	86689121	5047861
PSI logo	PSI Services LLC	86978327	5041222
EAS	PSI Services LLC	86689124	4939807
BST	PSI Services LLC	86689123	4939806
VIEWPOINT	PSI Services LLC	86689122	4939805
FORMCAST	PSI Services LLC	86685611	4931721
PREMIER PLUS	PSI Services LLC	86685615	4898388
ATLAS	PSI Services LLC	86685613	4898387
LASERGRADE	PSI Services LLC	77497856	3594228
SECUREXAM	PSI Services LLC	76085991	2664036
PSI	PSI Services LLC	88062726	5877536
VITA	Performance Assessment Network, Inc.	78793311	3274513
PAN POWERED	Performance Assessment Network, Inc.	78787116	3219751
VITAL INFORMATION FOR TALENT ASSESSMENT	Performance Assessment Network, Inc.	76550238	2975279
PAN	Performance Assessment Network, Inc.	76123042	2619770
PAN logo	Performance Assessment Network, Inc.	76552063	3061556
PAN PERFORMANCE ASSESSMENT NETWORK logo	Performance Assessment Network, Inc.	76123159	2641767
PERFORMANCE ASSESSMENT NETWORK	Performance Assessment Network, Inc.	76124153	2611675
CATS	Computer Assisted Testing Service, LLC	85435750	4407591



<b>MarkName</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>
COMIRA logo	Computer Assisted Testing Service, LLC	85548591	4321999
COMIRA	Computer Assisted Testing Service, LLC	85435742	4332534
RIAS	Computer Assisted Testing Service, LLC	85435747	4302234
TEST US.	Computer Assisted Testing Service, LLC	85435754	4332535
SILVERCATS	Computer Assisted Testing Service, LLC	76247409	2561674
NETASSESS	Institute for Personality and Ability Testing, Inc. - (ATI)	85344781	4192963
IPAT logo	Institute for Personality and Ability Testing, Inc. - (ATI)	85645377	4801815
16PF logo	Institute for Personality and Ability Testing, Inc. - (ATI)	79146540	4714426
NETASSESS	Institute for Personality and Ability Testing, Inc. - (ATI)	76000126	2435209
16PF	Institute for Personality and Ability Testing, Inc. - (ATI)	75060048	2030219
ONFAX	Institute for Personality and Ability Testing, Inc. - (ATI)	74576803	1983047
16PF	Institute for Personality and Ability Testing, Inc.	73819733	1630378
Select Assessment	Select Intellectual, LLC	77291370	3526538
Select Salespro	Select Intellectual, LLC	77417462	3526997
Roadworthy	Select Intellectual, LLC	77581260	3681287
Securefit	Select Intellectual, LLC	77619753	3710290
Servicefit	Select Intellectual, LLC	77672953	3765082
PrōFit	Select Intellectual, LLC	77850205	3874699
Nursefit	Select Intellectual, LLC	85209944	4046957
SAFETYDNA	Select Intellectual, LLC	87317898	5290187
Select International	Select Intellectual, LLC	76671782	3300635
Select International (design plus words)	Select Intellectual, LLC	76671929	3300639
365 IS THE NEW 360	Select Intellectual LLC	86657418	4885706

MarkName	Owner	Application No.	Registration No.
SUCCESS COACH	Select Intellectual LLC	86511980	4915042
EZAPP	Select Intellectual, LLC	76246531	2605847
SELECTRAK Cross References: SELECT TRACK	Select Intellectual, LLC	76246532	2605848
SELECT INTERVIEWING	Select Intellectual, LLC	76109977	2487355
SELECT INTERNATIONAL	Select Intellectual, LLC	75542698	2351318
SELECT INTERNATIONAL	Select Intellectual, LLC	75541155	2448608
INSPECTIT	OCL Real Estate LLC	87356449	5373268
TASKDNA	Select Intellectual, LLC	87612443	5490424
STRINGHAM SCHOOLS	OCL REAL ESTATE LLC	85877874	4528058
SS	OCL REAL ESTATE LLC	85877887	4528059
AHIT	OCL REAL ESTATE LLC	85905946	4541975
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	OCL REAL ESTATE LLC	85905914	4550250