

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Safety Council - California Division, Inc.		06/19/2020	Corporation: CALIFORNIA
American Safety Council - Insurance Division, Inc.		06/19/2020	Corporation: FLORIDA
American Safety Council, Inc.		06/19/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	BSP Agency, LLC, as Agent
Street Address:	9 West 57th Street, Suite 4920
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2732297	TRAFFIC SCHOOL TO GO
Registration Number:	4454100	NOTARY OF AMERICA
Registration Number:	4454099	NOTARY OF AMERICA
Registration Number:	3281133	NOTARY OF AMERICA
Registration Number:	3263797	NOTARY OF AMERICA
Registration Number:	4382132	FIRST TIME DRIVER
Registration Number:	3260106	AMERICAN SAFETY COUNCIL
Registration Number:	3224062	AMERICAN SAFETY COUNCIL
Registration Number:	4686096	TEXAS DRIVING SCHOOL.COM
Registration Number:	4690703	SAFEMOTORIST.COM
Registration Number:	4706290	SAFEMOTORIST.COM
Registration Number:	4686767	TEXASDRIVINGSCHOOL.COM
Registration Number:	4690706	NEWYORKSAFETYCOUNCIL.COM
Registration Number:	4741050	NEW YORK SAFETY COUNCIL.COM
Registration Number:	4741054	NEW YORK SAFETY COUNCIL
Registration Number:	4966561	OSHA EDUCATION CENTER

OP \$590.00 2732297

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5028789	OSHAEDUCATIONCENTER.COM
Registration Number:	4931487	OSHA EDUCATION CENTER
Registration Number:	6005360	POINT, CLICK, COMPLIANT.
Registration Number:	4839912	EFOODCARD
Registration Number:	4783614	OSHA CAMPUS ONLINE
Serial Number:	88162219	NOTARY ASSOCIATION OF AMERICA
Serial Number:	88319700	AMERICAN SAFETY COUNCIL

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: 4157336165

Email: awexner@goodwinlaw.com

Correspondent Name: Annelise Wexner

Address Line 1: 3 Embarcadero Center, Floor 28

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Annelise Wexner
SIGNATURE:	/s/Annelise Wexner
DATE SIGNED:	06/19/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of June 19, 2020 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BSP Agency, LLC, as agent (“**Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, REP TEC Intermediate Parent Holdings, Inc., a Delaware corporation (“**Holdings**”), REP TEC Intermediate Holdings, Inc., a Delaware corporation (the “**Initial Borrower**”), the other Credit Parties (as defined therein) from time to time party thereto, Agent and each Lender (as defined therein) from time to time party thereto have entered into that certain Credit Agreement dated as of June 19, 2020 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of June 19, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the

Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

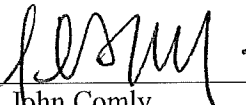
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

**AMERICAN SAFETY COUNCIL -
CALIFORNIA DIVISION, INC.,** a California
corporation

**AMERICAN SAFETY COUNCIL -
INSURANCE DIVISION, INC.,** a Florida
corporation

AMERICAN SAFETY COUNCIL, INC., a
Florida corporation

By:  _____
Name: John Comly
Title: Chief Executive Officer

*As Chief Executive Officer of each of the above entities
and, in such capacity, intending by this signature to
legally bind each of the above entities*

BSP AGENCY, LLC, as Agent

By: Benefit Street Partners L.L.C., its Sole Member

A handwritten signature in black ink, appearing to read "Todd Marsh", written over a horizontal line.

By: _____

Name: Todd Marsh

Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Filed Trademarks:

Title	Owner	Goods	Appl. No	Reg No
TRAFFIC SCHOOL TO GO	American Safety Council – California Division, Inc.	41:Educational services, namely conducting interactive distance- learning courses over the Internet relating to defensive driving techniques, motor vehicle laws, the impact of alcohol and drugs, and other related issues	78159440	2732297
NOTARY OF AMERICA	American Safety Council, Inc. - (AMERS)	36:Bonding services, namely, notary bonding, insurance underwriting services provided to notaries.	85915819	4454100
NOTARY OF AMERICA	American Safety Council, Inc. - (AMERS)	35:Notary public registration services, namely, preparation and processing of applications for notary public registrations; notary public registration renewal services, namely, preparation and processing of applications for renewal of notary public registrations.	85915781	4454099
NOTARY OF AMERICA	American Safety Council – Insurance Division, Inc.	36:Bonding services, namely, notary bonding; insurance underwriting services provided to notaries.	78905645	3281133
NOTARY OF AMERICA	American Safety Council – Insurance Division, Inc.	35:Notary public registration services; notary public registration renewal services	78905761	3263797
FIRST TIME DRIVER	American Safety Council, Inc. - (AMERS)	41:Educational services, namely, administering live and computer based driving examinations, providing traffic school and driver improvement classes, and providing instruction in the field of traffic violations, motor vehicle law safety, driver education, driver training, and substance abuse	85621998	4382132

AMERICAN SAFETY COUNCIL*	American Safety Council, Inc. - (AMERS)	41:Educational services, namely providing vehicle safety courses, vehicle driving instruction courses, court-ordered parenting courses, real estate pre-licensing, post-licensing, and examination preparation courses, insurance pre-licensing and examination preparation courses	78678286	3260106
AMERICAN SAFETY COUNCIL	American Safety Council, Inc. - (AMERS)	35:Notary registration and renewal services, namely preparation and processing of third party applications for notary public registrations, preparation and processing of third party applications for renewal of notary public registrations 42:Business incorporation services, namely, preparation and filing of incorporation papers	78678298	3224062
TEXAS DRIVING SCHOOL.COM	American Safety Council, Inc. - (AMERS)	41:Educational services, namely, providing online drivers education, defensive driving, and traffic safety instruction courses via a global computer network; providing safety driving record certificates via a global computer network	86082695	4686096
SAFEMOTORIST.COM	American Safety Council, Inc. - (AMERS)	41:Education services, namely, providing defensive driver courses, driver's insurance reduction courses, suspended driver's license courses, first time driver courses, fleet driver safety courses, driver education courses, and mature driver courses via a global computer network; providing safety driving record certificates via a global computer network 42:providing driving records via a global computer network, namely, retrieving public documents in the nature of driving records and providing information in the field of public document retrieval of driving records	86086452	4690703

SAFEMOTORIST.COM (LOGO)	American Safety Council, Inc. - (AMERS)	41:Education services, namely, providing defensive driver courses, driver's insurance reduction courses, suspended driver's license courses, first time driver courses, fleet driver safety courses, driver education courses, and mature driver courses via a global computer network; providing safety driving record certificates via a global computer network; providing information on how to obtain driving records via a global computer network 42:Providing driving records via a global computer network	86087160	4706290
TEXASDRIVINGSCHOOL.COM (LOGO)	American Safety Council, Inc. - (AMERS)	41:Educational services, namely, providing online drivers education, defensive driving, and traffic safety instruction courses via a global computer network; Educational services, namely, providing online training of motorists for certification in the field of safe driving in Texas	86087261	4686767
NEWYORKSAFETYCOUNCIL.COM (Word)	American Safety Council, Inc. - (AMERS)	41:Providing education services, namely, defensive driving courses on a global computer network	86088666	4690706
NEW YORK SAFETY COUNCIL.COM (Logo)	American Safety Council, Inc. - (AMERS)	41:Providing education services, namely, defensive driving courses on a global computer network	86088680	4741050
NEW YORK SAFETY COUNCIL	American Safety Council, Inc. - (AMERS)	41:Providing education services, namely, defensive driving courses given on a global computer network and defensive driving courses given in a live classroom setting	86105461	4741054
OSHA EDUCATION CENTER	American Safety Council, Inc. - (AMERS)	41:Education services provided on a global computer network, namely, providing courses of study and instruction in the fields of safety, health, and workplace safety and associated workplace safety Code of Federal Regulations standards	86670376	4966561
OSHAEDUCATIONCENTER.COM	American Safety Council, Inc. - (AMERS)	41:Education services provided on a global computer network, namely, providing online courses and instruction in the fields of safety, health, and workplace safety and associated workplace safety Code of Federal Regulations standards	86670400	5028789

OSHA EDUCATION CENTER (design mark)	American Safety Council, Inc. - (AMERS)	41:Education services provided on a global computer network, namely, providing courses of study and instruction in the fields of safety, health, and workplace safety and associated workplace safety Code of Federal Regulations standards	86670419	4931487
NOTARY ASSOCIATION OF AMERICA	American Safety Council Insurance Division Inc.	35:Association services, namely, promoting the interests of notaries public; Membership club services in the nature of providing discounts to members in the field of notaries public.	88162219	
POINT, CLICK, COMPLIANT	American Safety Council, Inc.	41:Online educational courses providing training of workers in the fields of workplace safety and the handling of hazardous chemicals; online educational courses providing driver training to the general public in the fields of driver safety and education; online professional services' educational courses for persons wishing to become real estate agents, notaries, tattoo artists, food handlers, sellers, servers, and insurance agents; online education and certification courses for families in the field of parenting; online education and certification courses for pharmacists, doctors, optometrists, notaries and cosmetologists in the fields of professional licensing and continuing education for their respective occupations for them to obtain and maintain their professional licenses and satisfy mandatory continuing education requirements; none of the foregoing relating to the fields of business planning and financial planning for businesses	88319703	6005360

AMERICAN SAFETY COUNCIL Logo	American Safety Council, Inc.	41:Online educational courses and services in the field of workplace safety and the handling of hazardous chemicals; online education courses and certification services in the fields of driver safety and driver education; online professional services educational courses for persons wishing to become real estate agents, notaries, tattoo artists, food handlers, sellers, servers, and insurance agents; online education and certification courses for families in the field of parenting; online education and certification courses for pharmacists, doctors, optometrists, notaries and cosmetologists in the fields of professional licensing and continuing education for their respective occupations for them to obtain and maintain their professional licenses and satisfy mandatory continuing education requirements; none of the foregoing relating to the fields of business planning and financial planning for businesses.	88319700	
EFOODCARD	American Safety Council, Inc.	41: Providing on-line training courses in the field of the food service industry	86465068	4839912
OSHA CAMPUS ONLINE	American Safety Council, Inc.	41: Educational services rendered online via the Internet, namely, providing courses of study and instruction in the field of safety and health	86178190	4783614