

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REPUTATION INSTITUTE, INC.		09/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAMBRIDGE TRUST COMPANY		
Street Address:	78 Blanchard Road		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4416899	REPUTATION INSTITUTE	
Registration Number:	4336929	REPTRAK	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1271220		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	09/29/2020		
Total Attachments: 5			
source=REPUTATION INSTITUTE, INC. Trademark filing#page2.tif			
source=REPUTATION INSTITUTE, INC. Trademark filing#page3.tif			

OP \$65.00 4416899

source=REPUTATION INSTITUTE, INC. Trademark filing#page4.tif

source=REPUTATION INSTITUTE, INC. Trademark filing#page5.tif

source=REPUTATION INSTITUTE, INC. Trademark filing#page6.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

September 25, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, REPUTATION INSTITUTE, INC., a Delaware corporation (“Grantor”), hereby grants to CAMBRIDGE TRUST COMPANY (the “Grantee”) a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the performance and payment of all the Obligations of the Grantor, as such term is defined in the Loan and Security Agreement by and between the Grantor and the Grantee, dated as of the date hereof (as amended, amended and restated, extended or otherwise modified and in effect from time to time, the “Loan Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

THIS GRANT shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, except to the extent that federal law governs. Each of Grantee and Grantor hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Suffolk, Commonwealth of Massachusetts. EACH GRANTOR AND GRANTEE EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS GRANT OR ANY OF THE

TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS GRANT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this grant as of the date
above first written.

REPUTATION INSTITUTE, INC., as a Grantor

By: 

Name: David Stack

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 007064 FRAME: 0277

CAMBRIDGE TRUST COMPANY, as Grantee

A handwritten signature in black ink, appearing to be 'SM', with a long horizontal stroke extending to the right.

By:
Name: Sean McGah
Title: Vice President

SCHEDULE A

<u>GRANTOR</u>	<u>MARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
Reputation Institute, Inc.	Reputation Institute	4416899	October 15, 2013
Reputation Institute, Inc.	REPTRAK	4336929	May 21, 2013