

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SIEGFRIED GROUP, LLP		10/28/2020	Limited Liability Partnership: DELAWARE
SIEGFRIED RESOURCES, LLC		10/28/2020	Limited Liability Company: DELAWARE
SIEGFRIED ADVISORY, LLC		10/28/2020	Limited Liability Company: DELAWARE
SIEGFRIED CONSULTING, LLC		10/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5954048	SIEGFRIED YOUTH LEADERSHIP PROGRAM	
Registration Number:	5487155	SIEGFRIED HIGH PERFORMANCE MODEL	
Registration Number:	5219796	MY JOURNEY	
Registration Number:	5124434	SIEGFRIED	
Registration Number:	5124433	SIEGFRIED	
Registration Number:	5219599	MYJE	
Registration Number:	5219600	MY JOURNEY FOR EXECUTIVES	
Registration Number:	2312848	S	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
TRADEMARK			

OP \$215.00 5954048

Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.515089

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 10/29/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2020 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among THE SIEGFRIED GROUP, LLP, a Delaware limited liability partnership ("Holdings"), SIEGFRIED RESOURCES, a Delaware limited liability company ("Resources", together with Holdings, the "Borrowers"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of October 28, 2020 among the Borrowers, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of October 28, 2020, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature page follows]

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


THE SIEGFRIED GROUP, LLP

By: 
Name: William T. Ulrich
Title: ~~Vice President~~, Legal + HR


SIEGFRIED RESOURCES, LLC

By: 
Name: William T. Ulrich
Title: Vice President, Legal + HR

SIEGFRIED ADVISORY, LLC

By: 
Name: William T. Ulrich
Title: Vice President, Legal + HR

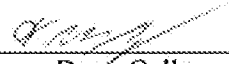
SIEGFRIED CONSULTING, LLC

By: 
Name: William T. Ulrich
Title: Vice President, Legal + HR

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

CITIZENS BANK, N.A., as Administrative Agent

By:


Name: Drew Galloway
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007090 FRAME: 0232

SCHEDULE I

TRADEMARKS

Mark	Owner	Serial No. Date	Reg. No. Date	Notes
 <p>Word Mark: SIEGFRIED YOUTH LEADERSHIP PROGRAM</p>	The Siegfried Group, LLP	88471385 06/13/2019	5954048 01/07/2020	1A
 <p>Word Mark: SIEGFRIED HIGH PERFORMANCE MODEL</p>	The Siegfried Group, LLP	87062703 06/07/2016	5487155 06/05/2018	1A
<p>MY JOURNEY</p> <p>Word Mark: MY JOURNEY</p>	The Siegfried Group, LLP	87062648 06/07/2016	5219796 06/06/2017	1A
 <p>Word Mark: SIEGFRIED</p>	The Siegfried Group, LLP	87135333 08/11/2016	5124434 01/17/2017	1A
<p>SIEGFRIED</p> <p>Word Mark: SIEGFRIED</p>	The Siegfried Group, LLP	87135324 08/11/2016	5124433 01/17/2017	1A
<p>MYJE</p> <p>Word Mark: MYJE</p>	The Siegfried Group, LLP	86961492 04/01/2016	5219599 06/06/2017	1A
<p>MY JOURNEY FOR EXECUTIVES</p> <p>Word Mark: MY JOURNEY FOR EXECUTIVES</p>	The Siegfried Group, LLP	86961499 04/01/2016	5219600 06/06/2017	1A
 <p>Word Mark: S</p>	The Siegfried Group, LLP	75338822 08/11/1997	2312848 02/01/2000	1A