

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PARTNERS IN LEADERSHIP IP, LLC		10/26/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5402950	ACCOUNTABILITY BUILDER
Registration Number:	4878245	ACCOUNTABILITY GAP
Registration Number:	5331764	BELIEF BASED SELLING
Registration Number:	5074074	BELIEF BIAS
Registration Number:	5330113	CHANGE VECTOR
Registration Number:	5927110	CULTURE ABILITY
Registration Number:	5908676	CULTURE ADVANTAGE
Registration Number:	6013213	CULTURE ADVANTAGE INDEX
Registration Number:	5241920	CULTURE CHANGING CONVERSATIONS
Registration Number:	5531048	CULTURE SEARCH
Registration Number:	5939288	EXPERIENCE DIALOGUE
Registration Number:	5156519	FIX IT
Registration Number:	5576148	FOCUSED ACCOUNTABILITY
Registration Number:	5576146	FOCUSED RECOGNITION
Registration Number:	5576147	FOCUSED STORYTELLING
Registration Number:	5520367	LEAD CULTURE
Registration Number:	5403064	LEADERSHIP BUILDER

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5073959	OUR MISSION IS YOUR MISSION
Registration Number:	5423896	PIL
Serial Number:	90114764	PROPELLER
Registration Number:	5129468	RESULTS CLARIFICATION METHODOLOGY
Registration Number:	4927910	THE ACCOUNTABILITY TRAINING & CULTURE CH
Registration Number:	5041388	THE WISDOM OF OZ
Registration Number:	4393375	TRAIN. RETAIN. SUSTAIN.
Registration Number:	5838591	WORKPLACE ACCOUNTABILITY INDEX

CORRESPONDENCE DATA

Fax Number: 3126095005
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.
Email: hmilller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 2: Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36942.00.0030
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	11/06/2020

Total Attachments: 5
source=05. Trademark Security Agreement#page1.tif
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October 26, 2020

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that (a) pursuant to the Guaranty and Collateral Agreement dated as of September 15, 2015 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Monroe Capital Management Advisors, LLC, as administrative agent (in such capacity, the "Administrative Agent") for itself and for all the Lenders referenced therein, the undersigned Grantors have granted a continuing security interest in and continuing lien upon the Trademarks referenced therein, including such trademarks listed on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Lenders and (b) the undersigned hereby confirms the grant to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to (i) the Trademarks listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any trademark, or (B) injury to the goodwill associated with any trademark.

The Grantors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

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Signature Page to Notice of Grant of Security Interests in Trademarks

Very truly yours,

PARTNERS IN LEADERSHIP IP, LLC

By:  _____

Name: Luke A. Phenicie

Title: Secretary

Signature Page to Notice of Grant of Security Interests in Trademarks

Acknowledged and Accepted:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

as Administrative Agent

By: _____

Name: Matthew R. Lane

Title: Managing Director

Schedule I
to
Notice of Grant of Security Interest in Trademarks

TRADEMARKS

(see attached)

Schedule to Trademark Security Agreement

Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
ACCOUNTABILITY BUILDER	2/13/2018	5402950
ACCOUNTABILITY GAP	12/29/2015	4878245
BELIEF BASED SELLING	11/7/2017	5331764
BELIEF BIAS	11/1/2016	5074074
CHANGE VECTOR	11/7/2017	5330113
CULTURE ABILITY	12/3/2019	5927110
CULTURE ADVANTAGE	11/12/2019	5908676
CULTURE ADVANTAGE INDEX	3/17/2020	6013213
CULTURE CHANGING CONVERSATIONS	7/11/2017	5241920
CULTURE SEARCH	7/31/2018	5531048
EXPERIENCE DIALOGUE	12/17/2019	5939288
FIX IT	3/7/2017	5156519
FOCUSED ACCOUNTABILITY	10/2/2018	5576148
FOCUSED RECOGNITION	10/2/2018	5576146
FOCUSED STORYTELLING	10/2/2018	5576147
LEAD CULTURE	7/17/2018	5520367
LEADERSHIP BUILDER	2/13/2018	5403064
OUR MISSION IS YOUR MISSION	11/1/2016	5073959
PIL	3/13/2018	5423896
PROPELLER	(8/14/2020)	(90114764)
RESULTS CLARIFICATION METHODOLOGY	1/24/2017	5129468
THE ACCOUNTABILITY TRAINING & CULTURE CHANGE COMPANY	3/29/2016	4927910
THE WISDOM OF OZ	9/13/2016	5041388
TRAIN. RETAIN. SUSTAIN.	8/27/2013	4393375
WORKPLACE ACCOUNTABILITY INDEX	8/20/2019	5838591