

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AboveTraining, Inc.		03/19/2021	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as administrative agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87818689	A BETTER LEARNING EXPERIENCE	
Serial Number:	87818710	A BETTER LEARNING EXPERIENCE	
Serial Number:	87818725	A BETTER LEARNING EXPERIENCE	
Serial Number:	87818743	A BETTER LEARNING EXPERIENCE	
Serial Number:	87328620	ABOVETRAINING.COM	
Serial Number:	87328708	ABOVETRAINING.COM	
Serial Number:	87328740	ABOVETRAINING.COM	
Serial Number:	87328759	ABOVETRAINING.COM	
Serial Number:	87274709	STATEFOODSAFETY.COM	
Serial Number:	87274728	STATEFOODSAFETY.COM	
Serial Number:	87274740	STATEFOODSAFETY.COM	
Serial Number:	87274759	STATEFOODSAFETY.COM	
Serial Number:	90026012	STATEFOODSAFETY FOOD SAFETY TRAINING & C	
Serial Number:	90026090	STATEFOODSAFETY FOOD SAFETY TRAINING & C	
Serial Number:	90026145	STATEFOODSAFETY FOOD SAFETY TRAINING & C	
Serial Number:	90026161	STATEFOODSAFETY FOOD SAFETY TRAINING & C	
Serial Number:	90026218		
Serial Number:	90026232		

CH \$465.00 87818689

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	18569004
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NAME OF SUBMITTER:	William R. Siegel
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SIGNATURE:	/william r siegel/
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DATE SIGNED:	03/22/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 19, 2021, is executed by AboveTraining, Inc., a Utah corporation (“Grantor”), for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

Pursuant to the Guaranty and Collateral Agreement dated as of March 30, 2018, by and among Grantor, the other grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in its Collateral, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof (in each case, other than Excluded Property), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement. Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, except to the extent that any of the following constitute Excluded Property:

- (1) each U.S. Trademark application and registration, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use or amendment to allege use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois, without regard to conflict-of-law principles.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

ABOVETRAINING INC., a Utah corporation

Derek Dunaway

By: _____

Name: Derek Dunaway

Title: Chief Executive Officer

Acknowledged:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: Alex Parmacek
Name:




SCHEDULE 1

Trademark Collateral

Trademarks:

Trademark Name / Owner	Class No.	Serial No. and/or Registration No.	Filing Date and/or Registration Date	STATUS
A BETTER LEARNING EXPERIENCE	41	87/818,689 5,610,298	March 2, 2018 November 20, 2018	Registered, Principal Register Declaration of Use Due: November 20, 2024
A BETTER LEARNING EXPERIENCE	42	87/818,710 5,816,783	March 2, 2018 July 30, 2019	Registered, Principal Register Declaration of Use Due: July 30, 2025
A BETTER LEARNING EXPERIENCE	43	87/818,725 5,754,604	March 2, 2018 May 21, 2019	Registered, Principal Register Declaration of Use Due: May 21, 2025
A BETTER LEARNING EXPERIENCE	45	87/818,743 5,754,605	March 2, 2018 May 21, 2019	Registered, Principal Register Declaration of Use Due: May 21, 2025
ABOVETRAINING.COM AboveTraining, Inc.	41	87/328,620 5,271,288	February 8, 2017 August 22, 2017	Registered, Principal Register Declaration of Use Due: August 22, 2023
ABOVETRAINING.COM AboveTraining, Inc.	42	87/328,708 5,266,062	February 8, 2017 August 15, 2017	Registered, Principal Register Declaration of Use Due: August 15, 2023
ABOVETRAINING.COM AboveTraining, Inc.	43, 44	87/328,740 5,358,391	February 8, 2017 December 19, 2017	Registered, Principal Register Declaration of Use Due: December 19, 2027

ABOVETRAINING.COM AboveTraining, Inc.	45	87/328,759 5,315,362	February 8, 2017 October 24, 2017	Registered, Principal Register Declaration of Use Due: October 24, 2023
STATEFOODSAFETY.COM AboveTraining, Inc.	41	87/274,709 5,252,859	December 20, 2016 July 25, 2017	Registered, Supplemental Register Declaration of Use Due: July 25, 2023
STATEFOODSAFETY.COM AboveTraining, Inc.	42	87/274,728 5,288,050	December 20, 2016 September 12, 2017	Registered, Supplemental Register Declaration of Use Due: September 12, 2023
STATEFOODSAFETY.COM AboveTraining, Inc.	43	87/274,740 5,303,620	December 20, 2016 October 3, 2017	Registered, Supplemental Register Declaration of Use Due: October 3, 2023
STATEFOODSAFETY.COM AboveTraining, Inc.	45	87/274,759 5,278,456	December 20, 2016 August 29, 2017	Registered, Supplemental Register Declaration of Use Due: August 29, 2023
StateFoodSafety  Food Safety Training & Certification	41	90/026,012	June 29, 2020	Published for Opposition: February 2, 2021
StateFoodSafety  Food Safety Training & Certification	42	90/026,090	June 29, 2020	Published for Opposition: February 2, 2021
StateFoodSafety  Food Safety Training & Certification	43	90/026,145	June 29, 2020	Office Action Issued: January 4, 2021 Response to Office Action Due: July 4, 2021

	45	90/026,161	June 29, 2020	Response to Office Action Filed: January 2, 2021
	41	90/026,218	June 29, 2020	Published for Opposition: December 15, 2020
	42	90/026,232	June 29, 2020	Response to Office Action Filed: November 5, 2020