

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUMANTECH, INC.		04/22/2021	Corporation: MICHIGAN
MSDSOONLINE INC.		04/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	1345 Avenue of the Americas		
Internal Address:	37th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5326622	V	
Registration Number:	5144177	VELOCITYEHS	
Registration Number:	5179320	VELOCITYEHS	
Registration Number:	3707710	MSDSOONLINE	
Registration Number:	3495535	MSDSOONLINE	
Registration Number:	2665865	MSDSOONLINE	
Registration Number:	5112275	ERGONOMICS DONE RIGHT	
Registration Number:	3570375	30-INCH VIEW	
Registration Number:	3570376	30-INCH VIEW	
Registration Number:	4371700	ERGONOMICS HIT LIST	
Registration Number:	4512867	ERGONOMICS MATURITY CURVE	
Registration Number:	3941587	ERGOPOINT	
Registration Number:	4605022	FIND IT - FIX IT CHALLENGE	
Registration Number:	1842012	HUMANTECH	
Registration Number:	4447326	LEARN DO MANAGE	
Registration Number:	4447412	THE FOUR POINTS OF CONTACT	
Registration Number:	5089460	THE HUMANTECH SYSTEM	

CH \$465.00 5326622

Property Type	Number	Word Mark
Registration Number:	4546545	WORK DOESN'T NEED TO BE A PAIN!
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:	212-728-8000	
Email:	ipdept@willkie.com	
Correspondent Name:	Heather Schneider	
Address Line 1:	787 Seventh Avenue	
Address Line 4:	New York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	128152.1	
NAME OF SUBMITTER:	Heather Schneider	
SIGNATURE:	/Heather Schneider/	
DATE SIGNED:	04/22/2021	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of April 22, 2021, by MSDSONLINE INC., a Delaware corporation, and HUMANTECH, INC., a Michigan corporation (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of AB PRIVATE CREDIT INVESTORS LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement dated as of April 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property 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 “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark 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 Trademarks record this Trademark Security Agreement.

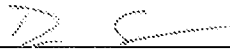
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY 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 Agreement as of the day and year first above written.


MSDSOONLINE INC.,
as a Grantor

By: 
Name: Doug States
Title: Vice President, CFO and Treasurer

HUMANTECH, INC.,
as a Grantor

By: 
Name: Doug States
Title: Chief Financial Officer, Treasurer and Secretary



Accepted and Agreed:
AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:  _____

Name: Shishir Agrawal
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark	Application Date	Application Number	Registration Date	Registration Number
MSDSonline Inc.		03/07/2016	86/931368	11/07/2017	5326622
MSDSonline Inc.	VELOCITYEHS	05/04/2015	86/618180	02/21/2017	5144177
MSDSonline Inc.	<i>VelocityEHS</i>	03/07/2016	86/931287	04/11/2017	5179320
MSDSonline Inc.	MSDSonline	10/08/2008	77/588680	11/10/2009	3707710
MSDSonline Inc.	MSDSONLINE	01/28/2008	77383755	09/02/2008	3495535
MSDSonline Inc.		08/30/2001	76307350	12/24/2002	2665865
Humantech, Inc.	ERGONOMICS DONE RIGHT	12/14/2015	86847793	01/03/2017	5112275
Humantech, Inc.	30-INCH VIEW	02/13/2007	77106595	02/03/2009	3570375
Humantech, Inc.	30-INCH VIEW	02/13/2007	77106600	02/03/2009	3570376
Humantech, Inc.	ERGONOMICS HIT LIST	11/30/2012	85791256	07/23/2013	4371700
Humantech, Inc.	ERGONOMICS MATURITY CURVE	04/29/2013	85917396	04/08/2014	4512867
Humantech, Inc.	ERGOPOINT	11/24/2009	77879488	04/05/2011	3941587
Humantech, Inc.	FIND IT – FIX IT CHALLENGE	02/06/2014	86185909	09/16/2014	4605022
Humantech, Inc.	HUMANTECH	06/01/1993	74396455	06/28/1994	1842012

Owner	Mark	Application Date	Application Number	Registration Date	Registration Number
Humantech, Inc.	LEARN DO MANAGE	04/19/2013	85908981	12/10/2013	4447326
Humantech, Inc.	THE FOUR POINTS OF CONTACT	04/23/2013	85911683	12/10/2013	4447412
Humantech, Inc.	THE HUMANTECH SYSTEM	07/12/2015	86840830	11/29/2016	5089460
Humantech, Inc.	WORK DOESN'T NEED TO BE A PAIN!	07/02/2013	86000552	06/10/2014	4546545