TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BarBri Acquisition, Inc.		04/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4937715	ACEDS ASSOCIATION OF CERTIFIED E-DISCOVE
Registration Number:	4350060	B
Registration Number:	1184157	BAR/BRI
Registration Number:	4418553	BARBRI
Registration Number:	5220605	BARBRI AMP
Registration Number:	1700910	BARPASSERS
Registration Number:	2021169	STUDYSMART
Registration Number:	4010618	ASSOCIATION OF CERTIFIED E-DISCOVERY SPE
Registration Number:	3970642	LAW PREVIEW

CH $240.00 4937715

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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.515143
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	04/30/2021

Total Attachments: 5
source=06. Project Bullion - Trademark Security Agreement (Executed)#page1.tif
source=06. Project Bullion - Trademark Security Agreement (Executed)#page2.tif
source=06. Project Bullion - Trademark Security Agreement (Executed)#page3.tif
source=06. Project Bullion - Trademark Security Agreement (Executed)#page4.tif
source=06. Project Bullion - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 30, 2021, (this "**Agreement**") is made by **BARBRI, INC.**, a Delaware corporation and **BARBRI ACQUISITION, INC.**, a Delaware corporation (each, a "**Grantor**" and collectively, the "**Grantors**"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantors are party to a Security Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

WHEREAS, pursuant to the Security Agreement, Grantors agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantors hereby grant and pledge to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantors' right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

(i) all Trademarks owned by the Grantors and identified on Schedule A annexed hereto;

(ii) all goodwill of the Grantors' business connected with the use of and symbolized by any of the foregoing;

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

(iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record this Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 9.09 (***GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS***) **OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE,** ***MUTATIS MUTANDIS.***

This Agreement may be executed in counterparts (and by different parties hereto on 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 telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[*Signature Pages Follow*.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARBRI, INC.,
a Delaware corporation

By: _____
Name: Daniel J. Wilson
Title: Chief Financial Officer

BARBRI ACQUISITION, INC.,
a Delaware corporation

By: _____
Name: Daniel J. Wilson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jeffery Rose
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

Owner	Mark	Country	Appl. Number	Filing Date	Reg. Number	Reg. Date	Status
BARBRI, Inc.	ACEDS ASSOCIATION OF CERTIFIED E-DISCOVERY SPECIALISTS and Design	United States of America	86461230	11/21/2014	4937715	4/12/2016	Registered
Barbri, Inc.	B and Design	United States of America	85757702	10/18/2012	4350060	6/11/2013	Registered
BARBRI, Inc.	BAR/BRI	United States of America	73216040	5/17/1979	1184157	12/29/1981	Registered
BARBRI, Inc.	BARBRI	United States of America	85875888	3/14/2013	4418553	10/15/2013	Registered
Barbri, Inc.	BARBRI AMP	United States of America	85891360	3/31/2013	5220605	6/13/2017	Registered
BarBri, Inc.	BARPASSERS	United States of America	74181014	6/28/1991	1700910	7/14/1992	Registered
BARBRI, Inc.	STUDYSMART	United States of America	74500700	3/16/1994	2021169	12/3/1996	Registered
Barbri Acquisition, Inc.	ASSOCIATION OF CERTIFIED E-DISCOVERY SPECIALISTS	United States of America	77934850	2/12/2010	4010618	8/9/2011	Registered (Supplemental Registration)
Barbri Acquisition, Inc.	LAW PREVIEW	United States of America	85152500	10/14/2010	3970642	5/31/2011	Registered

Trademark Applications:

None.