

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TargetSolutions Learning, LLC		06/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4190022	FETN	
Registration Number:	4120537		
Registration Number:	4120538	STUDENTSUCCESS	
Registration Number:	4120540	STUDENTSUCCESS	
Registration Number:	4613408	NOT ANY MORE	
Registration Number:	4501349	EVERY CHOICE	
Registration Number:	5874316	H HALLIGAN	
Registration Number:	5985093	TARGETSOLUTIONS CHECK IT	
Registration Number:	4190019	LETN	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0082		

OP \$240.00 4190022

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/30/2021
Total Attachments: 8 source=Valor - Trademark Security Agreement Executed#page1.tif source=Valor - Trademark Security Agreement Executed#page2.tif source=Valor - Trademark Security Agreement Executed#page3.tif source=Valor - Trademark Security Agreement Executed#page4.tif source=Valor - Trademark Security Agreement Executed#page5.tif source=Valor - Trademark Security Agreement Executed#page6.tif source=Valor - Trademark Security Agreement Executed#page7.tif source=Valor - Trademark Security Agreement Executed#page8.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of June 30, 2021, by and among **CASINO ESSENTIALS LLC**, a Nevada limited liability company, **CONVERGENCE TRAINING, LLC**, a Washington limited liability company, **CREWSENSE, LLC**, a Delaware limited liability company, **TARGETSOLUTIONS LEARNING, LLC**, a Delaware limited liability company, **INDUSTRYSAFE, LLC**, a Pennsylvania limited liability company, **LIVESAFE, INC.**, a Delaware corporation, **REDVECTOR.COM, LLC**, a Delaware limited liability company, **SCENARIO LEARNING, LLC**, an Ohio limited liability company, **TARGETSOLUTIONS, INC.**, a California corporation (each, a “Grantor” and collectively, the “Grantors”) and **OWL ROCK CAPITAL CORPORATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of June 30, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, each Grantor hereby agrees 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 meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of such Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof). 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

**CASINO ESSENTIALS LLC
CREWSENSE, LLC
SCENARIO LEARNING, LLC**

BY: TARGETSOLUTIONS LEARNING, LLC, as
Sole Member

By: *Marc Scheipe*
Marc Scheipe (Jun 27, 2021 13:57 EDT)
Name: Marc Scheipe
Title: Chief Executive Officer and Secretary

**CONVERGENCE TRAINING, LLC
TARGETSOLUTIONS LEARNING, LLC
INDUSTRYSAFE, LLC**

BY: REDVECTOR.COM, LLC, as Sole Member

By: *Marc Scheipe*
Marc Scheipe (Jun 27, 2021 13:57 EDT)
Name: Marc Scheipe
Title: Chief Executive Officer and President

LIVESAFE, INC.

By: *Marc Scheipe*
Marc Scheipe (Jun 27, 2021 13:57 EDT)
Name: Marc Scheipe
Title: Chief Executive Officer and Secretary

REDVECTOR.COM, LLC

BY: LIGHTNING MIDCO, LLC, as Sole Member

By: *Marc Scheipe*
Marc Scheipe (Jun 27, 2021 13:57 EDT)
Name: Marc Scheipe
Title: Chief Executive Officer and President

TARGETSOLUTIONS, INC.

By *Marc Scheipe*
Marc Scheipe (Jun 27, 2021 13:37 EDT)
Name: Marc Scheipe
Title: Chief Executive Officer and Secretary

Accepted and Agreed:


OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Jon ten Oever
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
CASINO ESSENTIALS	87533039	5411866	Casino Essentials LLC (NV)
CELEXA	87592400	5716620	Casino Essentials LLC (NV)
GAMS	87568144	5704193	Casino Essentials LLC (NV)
ICGIP	87533041	5716464	Casino Essentials LLC (NV)
ICGIP INSTITUTE FOR CERTIFIED GAMING INDUSTRY PROFESSIONALS Design	87533042	5716465	Casino Essentials LLC (NV)
BAD TRAINING SUCKS WWW.BUYBETTERTRAINING.COM Design	85154183	4202904	Convergence Training, LLC (WA)
CONVERGENCE TRAINING	90512987	--	Convergence Training, LLC (WA)
CREW SENSE Design	87859337	5631439	CrewSense, LLC (DE)
CREW SENSE	87859286	5621145	CrewSense, LLC (DE)
CREWSENSE	88301728	5844067	CrewSense, LLC (DE)
FETN	85498797	4190022	TargetSolutions Learning, LLC (DE)
INDUSTRYSAFE	78551204	3046170	IndustrySafe, LLC (FL)
TRANSITSAFE	78551061	3041778	IndustrySafe, LLC (FL)
LIVESAFE	85883201	4552833	LiveSafe, Inc. (DE)
LIVESAFE Design	90541641	--	LiveSafe, Inc. (DE)
SAFERIDE	86547930	5325905	LiveSafe, Inc. (DE)
SAFERIDE	90528010	--	LiveSafe, Inc.

			(DE)
SAFEWALK	86543770	5038118	LiveSafe, Inc. (DE)
SAFEWALK	90542273	--	LiveSafe, Inc. (DE)
W WORKSAFE Design	88900925	6200319	LiveSafe, Inc. (DE)
W WORKSAFE Design	88900941	6200320	LiveSafe, Inc. (DE)
	85240230	4120537	TargetSolutions Learning, LLC (DE)
STUDENTSUCCESS	85240272	4120538	TargetSolutions Learning, LLC (DE)
STUDENTSUCCESS Design	85240293	4120540	TargetSolutions Learning, LLC (DE)
NOT ANY MORE	86206143	4613408	TargetSolutions Learning, LLC (DE)
EVERY CHOICE Design	86033728	4501349	TargetSolutions Learning, LLC (DE)
REDVECTOR	76147649	2539845	Redvector.Com, LLC (DE)
REDVECTOR GO	87519933	5581805	Redvector.Com, LLC (DE)
VECTOR	86791874	4987960	Redvector.Com, LLC (DE)
SMARTTEAM	85256005	4187567	Redvector.Com, LLC (DE)
LICENSESURE	77354868	3476034	Redvector.Com, LLC (DE)
REDVECTOR Design	77034299	3281829	Redvector.Com, LLC (DE)
SAFEFAITH	87726963	5802554	Scenario Learning, LLC (OH)
SCENARIO LEARNING	86852342	5273799	Scenario Learning, LLC (OH)
SAFE PERSONNEL	86222756	4683020	Scenario Learning, LLC

			(OH)
SAFE SCHOOLS	77872921	3898728	Scenario Learning, LLC (OH)
SAFE COLLEGES	77577312	3741309	Scenario Learning, LLC (OH)
EXCEPTIONAL CHILD	85586193	4310818	Scenario Learning, LLC (OH)
EXCEPTIONAL CHILD	88366465	5874220	Scenario Learning, LLC (OH)
H HALLIGAN Design	88372121	5874316	TargetSolutions Learning, LLC (DE)
TARGETSOLUTIONS CHECK IT	87872580	5985093	TargetSolutions Learning, LLC (DE)
LETN	85498751	4190019	TargetSolutions Learning, LLC (DE)
TS Design	85578416	4358966	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS Design	85578495	4358968	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS Design	85569814	4225758	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS	85250045	4140090	TargetSolutions, Inc. (CA)
TARGETSOLUTIONS	85250051	4258300	TargetSolutions, Inc. (CA)
TEACHPOINT	85486518	4278279	Scenario Learning, LLC (OH)
TEACHPOINT	88197453	6161157	Scenario Learning, LLC (OH)