

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657224

|   |   |                       |                                    |
|---|---|-----------------------|------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                       |                                    |
| <b>NATURE OF CONVEYANCE:</b>  | First Lien Trademark Security Agreement           |                       |                                    |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                    |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b> | <b>Entity Type</b>                 |
| Scenario Learning, LLC  |   | 06/30/2021            | Limited Liability Company:<br>OHIO |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                    |
| <b>Name:</b>  | Owl Rock Capital Corporation, as Collateral Agent |                       |                                    |
| <b>Street Address:</b>  | 399 Park Avenue, 38th Floor                       |                       |                                    |
| <b>City:</b>  | New York  |                       |                                    |
| <b>State/Country:</b>   | NEW YORK  |                       |                                    |
| <b>Postal Code:</b>   | 10022   |                       |                                    |
| <b>Entity Type:</b>   | Corporation: MARYLAND                             |                       |                                    |
| <b>PROPERTY NUMBERS Total: 9</b>  |   |                       |                                    |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |                                    |
| <b>Registration Number:</b>   | 5802554   | SAFEFAITH             |                                    |
| <b>Registration Number:</b>   | 5273799   | SCENARIO LEARNING     |                                    |
| <b>Registration Number:</b>   | 4683020   | SAFE PERSONNEL        |                                    |
| <b>Registration Number:</b>   | 3898728   | SAFE SCHOOLS          |                                    |
| <b>Registration Number:</b>   | 3741309   | SAFE COLLEGES         |                                    |
| <b>Registration Number:</b>   | 4310818   | EXCEPTIONAL CHILD     |                                    |
| <b>Registration Number:</b>   | 5874220   | EXCEPTIONAL CHILD     |                                    |
| <b>Registration Number:</b>   | 4278279   | TEACHPOINT            |                                    |
| <b>Registration Number:</b>   | 6161157   | TEACHPOINT            |                                    |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                    |
| <b>Fax Number:</b>  | 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> |   |                       |                                    |
| <b>Email:</b>   | rhonda.deleon@lw.com                              |                       |                                    |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP                              |                       |                                    |
| <b>Address Line 1:</b>  | 355 SOUTH GRAND AVENUE                            |                       |                                    |
| <b>Address Line 4:</b>  | LOS ANGELES, CALIFORNIA 90071-1560                |                       |                                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 058516-0082                                       |                       |                                    |

OP \$240.00 5802554

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

### **W I T N E S S E T H**

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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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 13:37 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 13:37 EDT)  
Name: Marc Scheipe  
Title: Chief Executive Officer and President

**LIVESAFE, INC.**

By: *Marc Scheipe*  
Marc Scheipe (Jun 27, 2021 13:37 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 13:37 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:**

| <b>Trademark</b>   | <b>Application No.</b> | <b>Registration No.</b> | <b>Owner</b>                       |
|--|------------------------|-------------------------|------------------------------------|
| 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<br>WWW.BUYBETTERTRAINING.COM<br>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.<br>(DE)                   |
| SAFEWALK  | 90542273 | --      | LiveSafe, Inc.<br>(DE)                   |
| W WORKSAFE Design   | 88900925 | 6200319 | LiveSafe, Inc.<br>(DE)                   |
| W WORKSAFE Design   | 88900941 | 6200320 | LiveSafe, Inc.<br>(DE)                   |
|  | 85240230 | 4120537 | TargetSolutions<br>Learning, LLC<br>(DE) |
| STUDENTSUCCESS  | 85240272 | 4120538 | TargetSolutions<br>Learning, LLC<br>(DE) |
| STUDENTSUCCESS Design   | 85240293 | 4120540 | TargetSolutions<br>Learning, LLC<br>(DE) |
| NOT ANY MORE  | 86206143 | 4613408 | TargetSolutions<br>Learning, LLC<br>(DE) |
| EVERY CHOICE Design   | 86033728 | 4501349 | TargetSolutions<br>Learning, LLC<br>(DE) |
| REDVECTOR   | 76147649 | 2539845 | Redvector.Com, LLC<br>(DE)               |
| REDVECTOR GO  | 87519933 | 5581805 | Redvector.Com, LLC<br>(DE)               |
| VECTOR  | 86791874 | 4987960 | Redvector.Com, LLC<br>(DE)               |
| SMARTTEAM   | 85256005 | 4187567 | Redvector.Com, LLC<br>(DE)               |
| LICENSESURE   | 77354868 | 3476034 | Redvector.Com, LLC<br>(DE)               |
| REDVECTOR Design  | 77034299 | 3281829 | Redvector.Com, LLC<br>(DE)               |
| SAFEFAITH   | 87726963 | 5802554 | Scenario Learning,<br>LLC<br>(OH)        |
| SCENARIO LEARNING   | 86852342 | 5273799 | Scenario Learning,<br>LLC<br>(OH)        |
| SAFE PERSONNEL  | 86222756 | 4683020 | Scenario Learning,<br>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)        |