

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conisus, LLC		08/27/2021	Limited Liability Company: DELAWARE
S Phase, LLC		08/27/2021	Limited Liability Company: DELAWARE
Vereo Communications, LLC		08/27/2021	Limited Liability Company: DELAWARE
Envision Communications I, LLC		08/27/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ICG Debt Administration LLC, as Collateral Agent
<b>Street Address:</b>	600 Lexington Avenue, 19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	90259312	VIOLET VIDEO LEARNING PLATFORM
<b>Serial Number:</b>	90259316	VIOLET
<b>Serial Number:</b>	90259321	VIOLET
<b>Registration Number:</b>	6337712	SP
<b>Registration Number:</b>	4585384	VEREO COMMUNICATIONS
<b>Registration Number:</b>	4581110	VEREO COMMUNICATIONS
<b>Registration Number:</b>	3966520	CONISUS
<b>Registration Number:</b>	4074379	CONISUS
<b>Registration Number:</b>	3637159	ENVISION COMMUNICATIONS

## CORRESPONDENCE DATA

Fax Number: 8009144240

*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.*

OP \$240.00 90259312

**Phone:** 614-280-3566  
**Email:** james.murray@wolterskluwer.com  
**Correspondent Name:** James Murray  
**Address Line 1:** 4400 Easton Commons Way, Suite 125  
**Address Line 2:** CT Corporation  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Doris Ka

**SIGNATURE:** /Doris Ka/

**DATE SIGNED:** 09/02/2021

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of August 27, 2021 among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) and ICG DEBT ADMINISTRATION LLC, in its capacity as collateral agent for the Purchasers (together with its successors and assigns in such capacity, “**Collateral Agent**”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Note Purchase Agreement, dated as of December 18, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time on or prior to the date hereof, the “**Note Purchase Agreement**”), among Medical Knowledge Group LLC, a Delaware limited liability company, Holdings, the other Subsidiaries of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Purchasers, and Collateral Agent, Purchasers have agreed to purchase Notes pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, Purchasers are willing to purchase Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement, defined below), that certain Security Agreement dated as of December 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Creditors, a valid and continuing second priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s Trademark registrations and Trademark applications set forth on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other Secured Creditors, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to Collateral Agent concurrently with the delivery of the quarterly financial statements pursuant to Section 8.6(b) of the Note Purchase Agreement (in accordance with Section 4(j) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally (but Collateral Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Collateral Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Collateral Agent and the other Secured Creditors hereunder, to the benefit of Collateral Agent and the other Secured Creditors and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Note Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Note Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Note Document refer to this Trademark Security Agreement or such other Note Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Note Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Note Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Note Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Note Purchase Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Note Document shall be satisfied by the transmission of a record, and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. INTERCREDITOR AGREEMENT GOVERNS. Anything herein to the contrary notwithstanding, the Liens and security interests securing the Obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement, dated as of December 18, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Midcap Financial Trust, as First Lien Agent (as defined therein), and ICG Debt Administration LLC, as Second Lien

Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature pages follow]*

**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.

**GRANTORS:**

**CONISUS, LLC**, a Delaware limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Alex DeVincenzo  
Title: Treasurer

DocuSigned by:  
*Alex DeVincenzo*  
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**S PHASE, LLC** a Delaware limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Alex DeVincenzo  
Title: Chief Financial Officer and Chief Operating Officer

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*Alex DeVincenzo*  
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**ENVISION COMMUNICATIONS I, LLC**, a Delaware limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Alex DeVincenzo  
Title: Chief Financial Officer and Chief Operating Officer

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*Alex DeVincenzo*  
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**VEREO COMMUNICATIONS, LLC** a Delaware limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Alex DeVincenzo  
Title: Chief Financial Officer and Chief Operating Officer

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*Alex DeVincenzo*  
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**ACCEPTED AND ACKNOWLEDGED:**

**ICG DEBT ADMINISTRATION LLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Brian Spenner  
Title: Authorized Signatory



**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
Conisus, LLC	US	VIOLET VIDEO LEARNING PLATFORM	90259312	N/A	N/A
Conisus, LLC	US	VIOLET	90259316	N/A	N/A
Conisus, LLC	US	VIOLET	90259321	N/A	N/A
S Phase, LLC	US	SP	88568780	6337712	04-MAY-2021
Vereo Communications, LLC	US	V VERO COMMUNICATIONS	85871060	4585384	12-AUG-2014
Vereo Communications, LLC	US	VEREO COMMUNICATIONS	85871062	4581110	05-AUG-2014
Conisus, LLC	US	CONISUS	76693812	3966520	24-MAY-2011
Conisus, LLC	US	CONISUS	76693814	4074379	20-DEC-2011
Envision Communications I, LLC	US	ENVISION COMMUNICATIONS	76683380	3637159	16-JUN-2009