

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676382

|                                   |                                       |  |                    |
|-----------------------------------|---------------------------------------|--|--------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                        |  |                    |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                     |  |                    |
| <b>CONVEYING PARTY DATA</b>       |                                       |  |                    |
| <b>Name</b>                       | <b>Formerly</b>                       | <b>Execution Date</b>                    | <b>Entity Type</b> |
| 360training.com, Inc.             |                                       | 09/23/2021                               | Corporation: TEXAS |
| <b>RECEIVING PARTY DATA</b>       |                                       |  |                    |
| <b>Name:</b>                      | Madison Capital Funding LLC, as Agent |  |                    |
| <b>Street Address:</b>            | 227 West Monroe Street, Suite 5400    |  |                    |
| <b>City:</b>                      | Chicago                               |  |                    |
| <b>State/Country:</b>             | ILLINOIS                              |  |                    |
| <b>Postal Code:</b>               | 60606                                 |  |                    |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE   |  |                    |
| <b>PROPERTY NUMBERS Total: 31</b> |                                       |  |                    |
| <b>Property Type</b>              | <b>Number</b>                         | <b>Word Mark</b>                         |                    |
| <b>Registration Number:</b>       | 4368921                               | + ASSET ALCOHOL SALES/SERVICE EDUCATIONA |                    |
| <b>Registration Number:</b>       | 4055077                               | 1-800-GET-TIPS                           |                    |
| <b>Registration Number:</b>       | 4372896                               | ASSET                                    |                    |
| <b>Registration Number:</b>       | 2910879                               | ASSET ALCOHOL SALES/SERVICE EDUCATIONAL  |                    |
| <b>Registration Number:</b>       | 4365088                               | CAST                                     |                    |
| <b>Registration Number:</b>       | 4365087                               | CAST CERTIFIED ALCOHOL SALES TRAINING    |                    |
| <b>Registration Number:</b>       | 4479150                               | CERTIFICATION MANAGER                    |                    |
| <b>Registration Number:</b>       | 4294120                               | COMPLIANCE SOLUTIONS                     |                    |
| <b>Registration Number:</b>       | 4055078                               | COMPLIANCE SOLUTIONS                     |                    |
| <b>Registration Number:</b>       | 4055076                               | ETIPS                                    |                    |
| <b>Registration Number:</b>       | 4055075                               | ETIPS                                    |                    |
| <b>Registration Number:</b>       | 4051870                               | HCI                                      |                    |
| <b>Registration Number:</b>       | 4051869                               | HCI                                      |                    |
| <b>Registration Number:</b>       | 4493197                               | HCI HEALTH COMMUNICATIONS INC.           |                    |
| <b>Registration Number:</b>       | 4434566                               | HEALTH COMMUNICATIONS                    |                    |
| <b>Registration Number:</b>       | 4390269                               | THE TIPS TRAINING PROGRAM                |                    |
| <b>Registration Number:</b>       | 4055073                               | TIPS                                     |                    |
| <b>Registration Number:</b>       | 3044412                               | TIPS                                     |                    |
| <b>Registration Number:</b>       | 1551735                               | TIPS                                     |                    |

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| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4055074 | TIPS                                     |
| Registration Number: | 4549956 | TIPS CERTIFICATION MANAGER               |
| Registration Number: | 4301808 | TIPS FOR CONCESSIONS                     |
| Registration Number: | 4366629 | TIPS FOR OFF PREMISE                     |
| Registration Number: | 4453094 | TIPS FOR ON PREMISE                      |
| Registration Number: | 4301811 | TIPS FOR PARENTS                         |
| Registration Number: | 4441093 | TIPS FOR SENIORS                         |
| Registration Number: | 4301810 | TIPS FOR SOCIAL FUNCTION                 |
| Registration Number: | 4309512 | TIPS FOR THE UNIVERSITY                  |
| Registration Number: | 4502034 | TIPS FOR THE WORKPLACE                   |
| Registration Number: | 4390268 | TIPS TRAINING FOR INTERVENTION PROCEDURE |
| Registration Number: | 4390267 | TRAINING FOR INTERVENTION PROCEDURES BYS |

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061  
*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:** 312-577-8438  
**Email:** raquel.haleem@katten.com  
**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

|                           |                 |
|---------------------------|-----------------|
| <b>NAME OF SUBMITTER:</b> | Raquel Haleem   |
| <b>SIGNATURE:</b>         | /Raquel Haleem/ |
| <b>DATE SIGNED:</b>       | 09/23/2021      |

**Total Attachments: 8**  
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source=6. trademark security agreement executedpdf#page2.tif  
source=6. trademark security agreement executedpdf#page3.tif  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 23, 2021 by 360training.com, Inc., a Texas corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

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

WHEREAS, Grantor, the other “**Borrowers**” party thereto (each a “**Borrower**” and collectively the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including United States registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any United States reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Secured Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor’s expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

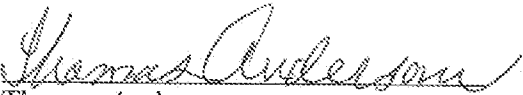
5. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. Waiver of Jury Trial. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

*[Signature Pages Follow]*

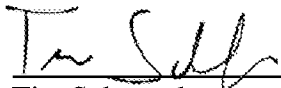
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

360TRAINING.COM, INC., a Texas  
corporation

By:   
Name: Thomas Anderson  
Title: Chief Executive Officer, President and  
Secretary





Agreed and accepted as of  
the date first written above:






**MADISON CAPITAL FUNDING LLC**, as  
Agent

By:  \_\_\_\_\_  
Name: Tim Schuessler  
Title: VP, Software & Tech Services

**SCHEDULE A**

**Trademark Registrations**

| <b>Trademark</b>  | <b>Jurisdiction</b>      | <b>Registration Number</b> | <b>Registration Date</b> |
|---|--------------------------|----------------------------|--------------------------|
|    | United States of America | 4368921                    | 16 Jul 2013              |
| <b>1-800-GET-TIPS</b>   | United States of America | 4055077                    | 15 Nov 2011              |
| <b>ASSET</b>  | United States of America | 4372896                    | 23 Jul 2013              |
|   | United States of America | 2910879                    | 14 Dec 2004              |
| <b>CAST</b>   | United States of America | 4365088                    | 09 Jul 2013              |
|  | United States of America | 4365087                    | 09 Jul 2013              |
| <b>CERTIFICATION<br/>MANAGER</b>  | United States of America | 4479150                    | 04 Feb 2014              |
| <b>COMPLIANCE<br/>SOLUTIONS</b>   | United States of America | 4294120                    | 26 Feb 2013              |
|  | United States of America | 4055078                    | 15 Nov 2011              |

|   |                          |         |             |
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| <b>ETIPS</b>  | United States of America | 4055076 | 15 Nov 2011 |
|    | United States of America | 4055075 | 15 Nov 2011 |
| <b>HCI</b>  | United States of America | 4051870 | 08 Nov 2011 |
|    | United States of America | 4051869 | 08 Nov 2011 |
|  | United States of America | 4493197 | 11 Mar 2014 |
| <b>HEALTH COMMUNICATIONS</b>  | United States of America | 4434566 | 19 Nov 2013 |
| <b>THE TIPS TRAINING PROGRAM</b>  | United States of America | 4390269 | 27 Aug 2013 |
|  | United States of America | 4055073 | 15 Nov 2011 |
|  | United States of America | 3044412 | 17 Jan 2006 |



|   |                          |         |             |
|---|--------------------------|---------|-------------|
| <b>TIPS</b>                               | United States of America | 1551735 | 15 Aug 1989 |
| <b>TIPS</b>                               | United States of America | 4055074 | 15 Nov 2011 |
| <b>TIPS<br/>CERTIFICATION<br/>MANAGER</b> | United States of America | 4549956 | 17 Jun 2014 |
| <b>TIPS FOR<br/>CONCESSIONS</b>           | United States of America | 4301808 | 12 Mar 2013 |
| <b>TIPS FOR OFF<br/>PREMISE</b>           | United States of America | 4366629 | 16 Jul 2013 |
| <b>TIPS FOR ON<br/>PREMISE</b>            | United States of America | 4453094 | 24 Dec 2013 |
| <b>TIPS FOR PARENTS</b>                   | United States of America | 4301811 | 12 Mar 2013 |
| <b>TIPS FOR SENIORS</b>                   | United States of America | 4441093 | 26 Nov 2013 |
| <b>TIPS FOR SOCIAL<br/>FUNCTION</b>       | United States of America | 4301810 | 12 Mar 2013 |
| <b>TIPS FOR THE<br/>UNIVERSITY</b>        | United States of America | 4309512 | 26 Mar 2013 |
| <b>TIPS FOR THE<br/>WORKPLACE</b>         | United States of America | 4502034 | 25 Mar 2014 |

|  |                          |         |             |
|--|--------------------------|---------|-------------|
| <b>TIPS TRAINING FOR INTERVENTION PROCEDURES</b>                       | United States of America | 4390268 | 27 Aug 2013 |
| <b>TRAINING FOR INTERVENTION PROCEDURES BY SERVERS OF ALCOHOL TIPS</b> | United States of America | 4390267 | 27 Aug 2013 |

**Trademark Applications**

None.