

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaborLaw Holdco, LLC		10/20/2021	Limited Liability Company:
LaborLawCenter, LLC		10/20/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5616872	LABOR LAW CENTER	
Registration Number:	5631994	LABORLAWCENTER THE COMPLETE SOLUTION FOR	
Registration Number:	5653558	COMPLETE LABOR LAW POSTER	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Phone:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Robert E. Horwath		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00064		
NAME OF SUBMITTER:	Robert E. Horwath		
SIGNATURE:	/s/Robert E. Horwath		
DATE SIGNED:	12/02/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of October 20, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, LABORLAWCENTER, LLC, a Delaware limited liability company (the “*Borrower*”), is the borrower under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among Borrower, **LABORLAW HOLDCO, LLC**, a Delaware limited liability company (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, Borrower and Parent are party to a Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this 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:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent, its successor and assigns, (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including but not limited to the Trademarks listed on Exhibit A attached hereto, and all Proceeds and products of any and all of the foregoing (the “*Trademark Collateral*”); provided that, in no event shall the Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless or until evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom. Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference.** Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

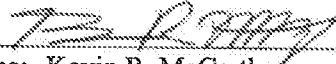
SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

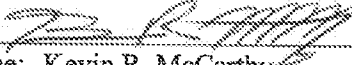
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTORS:

LABORLAW HOLDCO, LLC,
a Delaware limited liability company, as Grantor

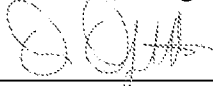
By: 
Name: Kevin R. McCarthy
Title: President

LABORLAWCENTER, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Kevin R. McCarthy
Title: Executive Vice President

Accepted:

BYLINE BANK, as Agent


By:  _____

Name: Dan Delgadillo

Title: Managing Director

EXHIBIT A

U.S. Trademark Applications/Registrations

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
LABOR LAW CENTER	LaborLawCenter, LLC	87878178	Apr 16, 2018	5616872	Nov 27, 2018	IC 035: Computerized on-line ordering services of posters, newsletters and law reports featuring legal policies in the field of labor law compliance, printed employee attendance forms, printed employee vacation forms, workplace safety documentation, namely, informational brochures and printed forms detailing federal and state workplace safety requirements, and law reports featuring legal policies, all in the field of human resource compliance law.
LABORLAWCENTER THE COMPLETE SOLUTION FOR YOUR COMPLIANCE NEEDS & Design	LaborLawCenter, LLC	87895645	Apr 26, 2018	5631994	Dec 18, 2018	IC 035: Computerized on-line ordering services of posters, newsletters and law reports featuring legal policies in the field of labor law compliance, printed employee attendance forms, printed employee vacation forms, workplace safety documentation, namely, informational brochures and printed forms detailing federal and state workplace safety requirements, and law reports featuring legal policies, all in the field of human resource compliance law.
						
COMPLETE LABOR LAW POSTER	LaborLawCenter, LLC	87883769	Apr 19, 2018	5653558	Jan 15, 2019	IC 016: Posters.