

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Assessment Technologies Institute, L.L.C.		12/10/2021	Limited Liability Company: DELAWARE
Kognito Solutions LLC		12/10/2021	Limited Liability Company: DELAWARE
Jones & Bartlett Learning, LLC		12/10/2021	Limited Liability Company: DELAWARE
Aerobics and Fitness Association of America		12/10/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3944194	AT-RISK
Registration Number:	6506518	EXAMFX
Registration Number:	4489661	FUZECRAZE
Registration Number:	5829817	GYMTERNSHIP
Registration Number:	3209037	KOGNITO
Registration Number:	5660992	OPT
Registration Number:	5831301	OPTIMUM PERFORMANCE TRAINING
Registration Number:	6415677	PERSONABILITY
Registration Number:	3354530	PERSONAL TRAINING ON THE NET
Registration Number:	3387361	PTONTHENET
Registration Number:	6505427	THE COMPLETE PARTNERSHIP
Registration Number:	4270615	= KOGNITO
Serial Number:	86100625	EUREKA POINT
Serial Number:	87603353	RECERT

TRADEMARK

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CORRESPONDENCE DATA**Fax Number:**

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1548967 1L TM A
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NAME OF SUBMITTER:	Adalia Wu
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SIGNATURE:	/Adalia Wu/
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DATE SIGNED:	12/13/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, by Assessment Technologies Institute, L.L.C., Kognito Solutions LLC, Jones & Bartlett Learning, LLC, and Aerobics and Fitness Association of America (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Barclays Bank PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement dated as of July 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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 Credit Agreement, the Grantors hereby agree 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 all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

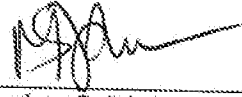
SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[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.

KOGNITO SOLUTIONS LLC
JONES & BARTLETT LEARNING, LLC
ASSESSMENT TECHNOLOGIES INSTITUTE, L.L.C.
AEROBICS AND FITNESS ASSOCIATION OF
AMERICA

By:




Name: Mandeep S. Johar

Title: Chief Financial Officer

[Signature Page to IL Trademark Agreement]

TRADEMARK
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BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: Sean Duggan
Title: Vice President

Schedule I

**United States Trademark Registrations and Applications
listed in attached spreadsheet**

