

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conscious Leadership, LLC		12/21/2021	Limited Liability Company: UTAH
The Leadership Circle LLC		12/21/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	RF Investment Partners SBIC, LP		
Street Address:	575 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-2585		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3883557	FULL CIRCLE GROUP	
Serial Number:	97071188	LEADERSHIP CIRCLE PROFILE	
Serial Number:	97071185	COLLECTIVE LEADERSHIP ASSESSMENT	
Serial Number:	97071181	LEADERSHIP CIRCLE	
Serial Number:	97071175	LEADERSHIP CIRCLE	
Serial Number:	97071166	LEADERSHIP CIRCLE	
Serial Number:	88893880	LEADTECH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8047757791		
Email:	shiers@mcguirewoods.com		
Correspondent Name:	Christel E. Harlacher		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		

OP \$190.00 3883557

SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	12/29/2021
Total Attachments: 7 source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page1.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page2.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page3.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page4.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page5.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page6.tif source=Conscious Leadership - Intellectual Property Security Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2021 (this “Agreement”), is made by CONSCIOUS LEADERSHIP, LLC, a Utah limited liability company (the “Issuer”), and THE LEADERSHIP CIRCLE LLC, an Ohio limited liability company (“Leadership Circle” and, together with the Issuer, collectively the “Grantors and each, a “Grantor”), in favor of RF INVESTMENT PARTNERS SBIC, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the benefit of itself and the Purchasers (as defined below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

WHEREAS, the Issuer, the persons from time to time party thereto as purchasers (the “Purchasers”) and Agent have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Purchase Agreement”);

WHEREAS, in connection with the Purchase Agreement, the Grantors and each other person party thereto as a guarantor or grantor have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Agent for the benefit of itself and the Purchasers; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantors hereby agree as follows:

Section 1 **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent, for the benefit of itself and the Purchasers, and grants to Agent, for the benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Collateral”):

(i) all of its Patents, including, without limitation, those referred to on Schedule I hereto;

(ii) all of its Trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(iii) all of its Copyrights, including without limitation, those referred to on Schedule III hereto;

(iv) all renewals and extensions of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 2 **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 3 **Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral, in each case subject to a security interest hereunder.

Section 4 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5 **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

CONSCIOUS LEADERSHIP, LLC, a Utah limited liability company, as a Grantor

William A Adams

By: _____

Name: William Adams

Title: Chief Executive Officer

THE LEADERSHIP CIRCLE LLC, an Ohio limited liability company

William A Adams

By: _____

Name: William Adams

Title: Chief Executive Officer

REINVESTMENT PARTNERS SBIC, LP as Agent
By: 
Name: Peter Rothschild
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement (Conscious Leadership)]

TRADEMARK
REEL: 007544 FRAME: 0672

SCHEDULE I

Patents

None.

Patent Applications

None.

Patent Licenses

None.

SCHEDULE II

Registered Trademarks

Trademark and Service marks	Registrant	Serial No.	Registration No.	Registration Date
Full Circle Group	Full Circle Group North America, LLC	77683608	3883557	02/20/2031

Trademark Applications

Trademark and Service marks	Registrant	Serial No.	Filing Date
Leadership Circle Profile	Conscious Leadership, LLC	97071188	10/12/2021
COLLECTIVE LEADERSHIP ASSESSMENT	Conscious Leadership, LLC	97071185	10/12/2021
LEADERSHIP CIRCLE	Conscious Leadership, LLC	97071181	10/12/2021
LEADERSHIP CIRCLE	Conscious Leadership, LLC	97071175	10/12/2021
LEADERSHIP CIRCLE	Conscious Leadership, LLC	97071166	10/12/2021
LEADTECH	Conscious Leadership, LLC	88893880	04/29/2021

Trademark Licenses

None.

SCHEDULE III

Registered Copyrights

Title	Registrant	Registration No.	Registration Date
Debunking the Leadership Myth: The Story of Conscious Leadership	Conscious Leadership	TXu00178624 1	12/25/2011
Mastering Leadership by Robert J. Anderson	Conscious Leadership, LLC	TX0008199610	12/2/2015
Scaling Leadership: Building Organizational Capability and Capacity to Create Outcomes that Matter Most	Conscious Leadership, LLC	TX0008729096	3/1/2019