

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707312

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900665883

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PSI Services LLC		12/28/2021	Limited Liability Company:
Performance Assessment Network, Inc.		12/28/2021	Corporation:
Institute for Personality and Ability Testing, Inc.		12/28/2021	Corporation:
MBITION LLC		12/28/2021	Limited Liability Company:
PSI Services Inc.		12/28/2021	Corporation:

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Administrative Agent
Street Address:	c/o MidCap Financial Services, LLC, as servicer 7255 Woodmont Ave., Suite 300
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5047861	PSI
Registration Number:	5041222	PSI
Registration Number:	4939807	EAS
Registration Number:	4939806	BST
Registration Number:	4939805	VIEWPOINT
Registration Number:	4931721	FORMCAST
Registration Number:	4898388	PREMIER PLUS
Registration Number:	4898387	ATLAS
Registration Number:	3594228	LASERGRADE
Registration Number:	2664036	SECUREXAM
Registration Number:	5877536	PSI
Registration Number:	3274513	VITA

Property Type	Number	Word Mark
Registration Number:	3219751	PAN POWERED
Registration Number:	2975279	VITAL INFORMATION FOR TALENT ASSESSMENT
Registration Number:	2619770	PAN
Registration Number:	3061556	PAN
Registration Number:	2641767	PAN PERFORMANCE ASSESSMENT NETWORK
Registration Number:	2611675	PERFORMANCE ASSESSMENT NETWORK
Registration Number:	4407591	CATS

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: 13152647134
Email: sophiabyer@paulhastings.com
Correspondent Name: Sophia Byer
Address Line 1: 200 Park Ave
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Sophia Byer
SIGNATURE:	/Sophia Byer/
DATE SIGNED:	02/09/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **Amended and Restated Trademark Security Agreement**, dated as of December 28, 2021 (this “**A&R Trademark Security Agreement**” or this “**Agreement**”), by each of the undersigned grantors (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors were required to, and did, execute and deliver a Trademark Security Agreement dated as of October 18, 2019 (the “**Original Trademark Security Agreement**”), pursuant to which the Grantors granted to Administrative Agent, for the benefit of the secured creditors described therein, a lien on and security interest in the trademark property of the Grantors described therein;

Whereas, the Grantors and the Administrative Agent desire to reaffirm the validity, perfection and priority of the Liens arising under the Original Trademark Security Agreement by amending and restating the Original Trademark Security Agreement in its entirety as set forth in this Agreement and to grant to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in the Trademark property subject to the terms and conditions hereof;

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, the Grantors hereby agree with the Administrative 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

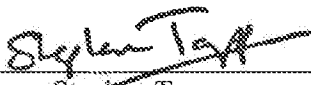
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security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

SECTION 5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

INSTITUTE FOR PERSONALITY AND ABILITY
TESTING, INC.
AMBITION LLC
PERFORMANCE ASSESSMENT NETWORK,
INC.
PSI SERVICES INC.
PSI SERVICES LLC

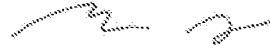
By: 
Name: Stephen Tapp
Title: Chief Executive Officer

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management GP, LLC, its general
partner

By:



Name: Maurice Amsellem
Title: Authorized Signatory

**Schedule I
Trademark Registrations**

Registrations:

MarkName	Owner	Application No.	Registration No.
PSI logo	PSI Services LLC	86689121	5047861
PSI logo	PSI Services LLC	86978327	5041222
EAS	PSI Services LLC	86689124	4939807
BST	PSI Services LLC	86689123	4939806
VIEWPOINT	PSI Services LLC	86689122	4939805
FORMCAST	PSI Services LLC	86685611	4931721
PREMIER PLUS	PSI Services LLC	86685615	4898388
ATLAS	PSI Services LLC	86685613	4898387
LASERGRADE	PSI Services LLC	77497856	3594228
SECUREXAM	PSI Services LLC	76085991	2664036
PSI	PSI Services LLC	88062726	5877536
VITA	Performance Assessment Network, Inc.	78793311	3274513
PAN POWERED	Performance Assessment Network, Inc.	78787116	3219751
VITAL INFORMATION FOR TALENT ASSESSMENT	Performance Assessment Network, Inc.	76550238	2975279
PAN	Performance Assessment Network, Inc.	76123042	2619770
PAN logo	Performance Assessment Network, Inc.	76552063	3061556
PAN PERFORMANCE ASSESSMENT NETWORK logo	Performance Assessment Network, Inc.	76123159	2641767
PERFORMANCE ASSESSMENT NETWORK	Performance Assessment Network, Inc.	76124153	2611675
CATS	Computer Assisted Testing Service, LLC	85435750	4407591

MarkName	Owner	Application No.	Registration No.
COMIRA logo	Computer Assisted Testing Service, LLC	85548591	4321999
COMIRA	Computer Assisted Testing Service, LLC	85435742	4332534
RIAS	Computer Assisted Testing Service, LLC	85435747	4302234
TEST US.	Computer Assisted Testing Service, LLC	85435754	4332535
SILVERCATS	Computer Assisted Testing Service, LLC	76247409	2561674
NETASSESS	Institute for Personality and Ability Testing, Inc. - (ATI)	85344781	4192963
IPAT logo	Institute for Personality and Ability Testing, Inc. - (ATI)	85645377	4801815
16PF logo	Institute for Personality and Ability Testing, Inc. - (ATI)	79146540	4714426
NETASSESS	Institute for Personality and Ability Testing, Inc. - (ATI)	76000126	2435209
16PF	Institute for Personality and Ability Testing, Inc. - (ATI)	75060048	2030219
16PF	Institute for Personality and Ability Testing, Inc.	73819733	1630378
Select Assessment	PSI Services LLC	77291370	3526538
Select Salespro	PSI Services LLC	77417462	3526997
ProFit	PSI Services LLC	77850205	3874699
Nursefit	PSI Services LLC	85209944	4046957
SAFETYDNA	PSI Services LLC	87317898	5290187
Select International	PSI Services LLC	76671782	3300635
Select International (design plus words)	PSI Services LLC	76671929	3300639
365 IS THE NEW 360	PSI Services LLC	86657418	4885706

MarkName	Owner	Application No.	Registration No.
SUCCESS COACH	PSI Services LLC	86511980	4915042
EZAPP	PSI Services LLC	76246531	2605847
SELECTRAK Cross References: SELECT TRACK	PSI Services LLC	76246532	2605848
SELECT INTERVIEWING	PSI Services LLC	76109977	2487355
SELECT INTERNATIONAL	PSI Services LLC	75541155	2448608
INSPECTIT	MBITION LLC	87356449	5373268
TASKDNA	PSI Services LLC	87612443	5490424
STRINGHAM SCHOOLS	MBITION LLC	85877874	4528058
SS	MBITION LLC	85877887	4528059
AHIT	MBITION LLC	85905946	4541975
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	MBITION LLC	85905914	4550250