

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CERIFI, LLC		04/01/2022	Limited Liability Company: DELAWARE
DALTON EDUCATION, LLC		04/01/2022	Limited Liability Company: DELAWARE
CPMI PROFESSIONAL DEVELOPMENT, LLC		04/01/2022	Limited Liability Company: DELAWARE
SPIDELL PUBLISHING, LLC		04/01/2022	Limited Liability Company: DELAWARE
ACFCS, LLC		04/01/2022	Limited Liability Company: DELAWARE
MONEY EDUCATION, LLC		04/01/2022	Limited Liability Company: DELAWARE
KEIR FINANCIAL EDUCATION, LLC		04/01/2022	Limited Liability Company: DELAWARE
PASS PERFECT, LLC		04/01/2022	Limited Liability Company: DELAWARE
FAST FORWARD ACADEMY, LLC		04/01/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	AB PRIVATE CREDIT INVESTORS LLC
<b>Street Address:</b>	405 Colorado Street, Suite 1500
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
<b>Registration Number:</b>	2866465	EXAM ADVANTAGE
<b>Registration Number:</b>	2855811	CPMI
<b>Registration Number:</b>	4828815	ACFCS ASSOCIATION OF CERTIFIED FINANCIAL
<b>Registration Number:</b>	2994628	SPIDELL'S CALIFORNIA TAXLETTER
<b>Registration Number:</b>	3062222	SPIDELL PUBLISHING INC.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3299278	SPIDELL TAX SEMINARS
Registration Number:	4006909	SPIDELL'S ANALYSIS AND EXPLANATION OF CA
Registration Number:	4140624	THE BIG BLUE ANSWER BOOK
Registration Number:	5027691	SPIDELL'S FEDERAL TAXLETTER
Registration Number:	4882775	SPIDELL'S QUARTERLY TAX UPDATE
Registration Number:	5374375	SPIDELL'S CALIFORNIA MINUTE
Registration Number:	6381593	SPIDELL'S TAX SEASON TRIBUNE
Registration Number:	3202491	SMART 66
Registration Number:	3204289	SMART 63
Registration Number:	3324234	PASS PERFECT
Registration Number:	3613134	SMART 6
Registration Number:	3956991	SMART 65
Registration Number:	4483534	SMART 7
Registration Number:	5617839	SMART SIE
Registration Number:	5475527	PASS PERFECT
Registration Number:	6568668	PASS PERFECT
Registration Number:	4979432	THINK LIKE A PLANNER
Registration Number:	3437318	THE DALTON REVIEW
Registration Number:	3419567	THE DALTON REVIEW
Registration Number:	6334962	CERIFI
Registration Number:	6568667	CF CERIFI
Registration Number:	6383910	FAST FORWARD ACADEMY
Serial Number:	90661312	KEIR FINANCIAL EDUCATION
Serial Number:	90475782	MONEY EDUCATION
Serial Number:	90475785	ME
Serial Number:	90184779	DALTON EDUCATION

**CORRESPONDENCE DATA**

Fax Number: 7044441111

*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: 17044441115

Email: elissa.hart@alston.com

Correspondent Name: Lauren R. Timmons

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280

NAME OF SUBMITTER: Elissa Hart

SIGNATURE: /Elissa Hart/

**DATE SIGNED:**

04/01/2022

**Total Attachments: 16**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of April 1, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among CeriFi, LLC, CeriFi Holdings, LLC, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark 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 mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains 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 their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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 6. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

**GRANTORS:**

**CERIFI, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**DALTON EDUCATION, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**CPMI PROFESSIONAL DEVELOPMENT, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_  
1BD4CAA4E818848C

Name: Matthew Given

Title: Chief Executive Officer



**SPIDELL PUBLISHING, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_  
1BD4CAAEE848846C...

Name: Matthew Given

Title: Chief Executive Officer

ACFCS, LLC

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**MONEY EDUCATION, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**KEIR FINANCIAL EDUCATION, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**PASS PERFECT, LLC**

DocuSigned by:

*Matthew Given*

By: \_\_\_\_\_

Name: Matthew Given

Title: Chief Executive Officer

**FAST FORWARD ACADEMY, LLC**

DocuSigned by:

*Matthew Given*

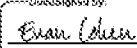
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Name: Matthew Given

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:


**AB PRIVATE CREDIT INVESTORS LLC,**  
as Collateral Agent

By:   
Name: Evan Cohen  
Title: Managing Director




SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations






I. REGISTERED TRADEMARKS

Trademark	Registration No./ Application No.	Application Date	Registration Date	Owner
EXAM ADVANTAGE	RN: 2,866,465 AN: 76/540,346	Aug. 14, 2003	Jul. 27, 2004	CPMI Professional Development, LLC
CPMI	RN: 2,855,811 AN: 76/540,347	Aug. 14, 2003	Jun. 22, 2004	CPMI Professional Development, LLC
ACFCS ASSOCIATION OF CERTIFIED FINANCIAL CRIME SPECIALISTS and Design 	RN: 4,828,815 AN: 86/461,220	Nov. 21, 2014	Oct. 6, 2015	ACFCS, LLC
SPIDELL'S CALIFORNIA TAXLETTER	RN: 2,994,628 AN: 78/390,234	Mar. 24, 2004	Sep. 13, 2005	Spidell Publishing, LLC
SPIDELL PUBLISHING INC.	RN: 3,062,222 AN: 78/393,691	Mar. 31, 2004	Feb. 28, 2006	Spidell Publishing, LLC
SPIDELL TAX SEMINARS	RN: 3,299,278 AN: 78/701,379	Aug. 26, 2005	Sep. 25, 2007	Spidell Publishing, LLC
SPIDELL'S ANALYSIS AND EXPLANATION OF CALIFORNIA TAXES	RN: 4,006,909 AN: 77/896,712	Dec. 18, 2009	Aug. 2, 2011	Spidell Publishing, LLC
THE BIG BLUE ANSWER BOOK	RN: 4,140,624 AN: 77/896,716	Dec. 18, 2009	May 15, 2012	Spidell Publishing, LLC
SPIDELL'S FEDERAL TAXLETTER	RN: 5,027,691 AN: 86/429,670	Oct. 21, 2014	Aug. 23, 2016	Spidell Publishing, LLC
SPIDELL'S QUARTERLY TAX UPDATE	RN: 4,882,775 AN: 86/429,688	Oct. 21, 2014	Jan. 5, 2016	Spidell Publishing, LLC
SPIDELL'S CALIFORNIA MINUTE	RN: 5,374,375 AN: 87/464,398	May 25, 2017	Jan. 9, 2018	Spidell Publishing, LLC



Trademark	Registration No./ Application No.	Application Date	Registration Date	Owner
SPIDELL'S TAX SEASON TRIBUNE	RN: 6,381,593 AN: 88/853,961	Mar. 31, 2020	Jun. 8, 2021	Spidell Publishing, LLC
SMART 66	RN: 3,202,491 AN: 76/581,125	Mar. 12, 2004	Jan. 23, 2007	Pass Perfect, LLC
SMART 63	RN: 3,204,289 AN: 76/582,036	Mar. 15, 2004	Jan. 30, 2007	Pass Perfect, LLC
PASS PERFECT	RN: 3,324,234 AN: 78/880,787	May 10, 2006	Oct. 30, 2007	Pass Perfect, LLC
SMART 6	RN: 3,613,134 AN: 77/230,512	Jul. 16, 2007	Apr. 28, 2009	Pass Perfect, LLC
SMART 65	RN: 3,956,991 AN: 85/040,435	May 17, 2010	May 10, 2011	Pass Perfect, LLC
SMART 7	RN: 4,483,534 AN: 85/790,508	Nov. 29, 2012	Feb. 18, 2014	Pass Perfect, LLC
SMART SIE	RN: 5,617,839 AN: 86/960,978	Apr. 1, 2016	Nov. 27, 2018	Pass Perfect, LLC
PASS PERFECT	RN: 5,475,527 AN: 87/655,560	Oct. 23, 2017	May 22, 2018	Pass Perfect, LLC
PASS PERFECT and Design 	RN: 6,568,668 AN: 90/476,873	Jan. 20, 2021	Nov. 23, 2021	Pass Perfect, LLC
THINK LIKE A PLANNER	RN: 4,979,432 AN: 86/590,978	Apr. 8, 2015	Jun. 14, 2016	Keir Financial Education, LLC
ME MONEY EDUCATION and Design 	n/a	n/a	Apr. 3, 2014	Money Education, LLC
THE DALTON REVIEW	RN: 3,437,318 AN: 77/172,114	May 3, 2007	May 27, 2008	Dalton Education, LLC
THE DALTON REVIEW	RN: 3,419,567 AN: 77/172,207	May 3, 2007	Apr. 29, 2008	Dalton Education, LLC
CERIFI	RN: 6,334,962 AN: 90/184,792	Sep. 16, 2020	Apr. 27, 2021	Cerifi, LLC
CF CERIFI Stylized 	RN: 6,568,667 AN: 90/476,859	Jan. 20, 2021	Nov. 23, 2021	Cerifi, LLC
FAST FORWARD ACADEMY	RN: 6,383,910 AN: 88/923,986	May 19, 2020	Jun. 15, 2021	Fast Forward Academy, LLC

II. TRADEMARK APPLICATIONS

Trademark	Registration No./ Application No.	Application Date	Owner
CPMI	RN: n/a AN: 90/475,788	Jan. 19, 2021	CPMI Professional Development, LLC
CPMI PROFESSIONAL DEVELOPMENT, INC.	RN: n/a AN: 90/475,795	Jan. 19, 2021	CPMI Professional Development, LLC
CPMI and Design 	RN: n/a AN: 90/475,799	Jan. 19, 2021	CPMI Professional Development, LLC
ACFCS	RN: n/a AN: 90/475,769	Jan. 19, 2021	ACFCS, LLC
CFCS CERTIFIED FINANCIAL CRIME SPECIALISTS and Design 	RN: n/a AN: 90/475,778	Jan. 19, 2021	ACFCS, LLC
SPIDELL'S STRATEGIC TAX ADVISOR	RN: n/a AN: 90/680,875	Apr. 29, 2021	Spidell Publishing, LLC
KEIR FINANCIAL EDUCATION	RN: n/a AN: 90/661,312	Apr. 21, 2021	Keir Financial Education, LLC
MONEY EDUCATION	RN: n/a AN: 90/475,782	Jan. 19, 2021	Money Education, LLC
ME, stylized 	RN: n/a AN: 90/475,785	Jan. 19, 2021	Money Education, LLC
THE DALTON ACCELERATOR	RN: n/a AN: 90/127,396	Aug. 20, 2020	Dalton Education, LLC
DALTON EDUCATION	RN: n/a AN: 90/184,779	Sep. 16, 2020	Dalton Education, LLC
DALTON EDUCATION and Design 	RN: n/a AN: 90/476,999	Jan. 20, 2021	Dalton Education, LLC
CF CERIFI and Design 	RN: n/a AN: 90/476,866	Jan. 20, 2021	Cerifi, LLC

III. IP LICENSES

None.