

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Learning Technologies Group Inc.		01/28/2022	Corporation: DELAWARE
GP Strategies Corporation		01/28/2022	Corporation: DELAWARE
RUSTICI SOFTWARE, LLC		01/28/2022	Limited Liability Company: TENNESSEE
PeopleFluent Holdings Corp.		01/28/2022	Corporation: DELAWARE
Breezy HR, Inc.		01/28/2022	Corporation: DELAWARE
getBridge, LLC		01/28/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	Alphabeta, 14-18 Finsbury Square
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2A 1BR
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	77632968	MCKINNEY ROGERS
Serial Number:	90628445	YOUR WORKFORCE TRANSFORMATION PARTNER
Serial Number:	90628450	YOUR WORKFORCE TRANSFORMATION PARTNER
Serial Number:	88782543	APM OPTIMIZE
Serial Number:	85676068	GP STRATEGIES
Serial Number:	87490653	ETAPRO
Serial Number:	78057918	ASPIRE
Serial Number:	78970884	INFOMAESTRO
Serial Number:	78211142	MISSION ANALYSIS
Serial Number:	78123660	MISSION LEADERSHIP
Serial Number:	76255137	PERFORMTECH
Serial Number:	78390029	PLAYERS CLUB EXPERIENCE

TRADEMARK

REEL: 007691 FRAME: 0922

900687964

CH \$615.00 77632968

Property Type	Number	Word Mark
Serial Number:	85548643	TIN CAN
Serial Number:	85548649	PROJECT TIN CAN
Serial Number:	87184234	CAAMS
Serial Number:	86365602	COLOSSUS
Serial Number:	85244870	PEOPLEFLUENT
Serial Number:	85958476	TALENTUNITY
Serial Number:	77473381	MONITOR
Serial Number:	77487322	PAYSTAT
Serial Number:	73536649	AAPLANNER
Serial Number:	87184328	A BREATH OF FRESH HR
Serial Number:	86561953	BREEZY
Serial Number:	90245740	BRIDGE

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/14/2022

Total Attachments: 6
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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Silicon Valley Bank, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of January 28, 2022 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and 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. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK (EXCEPT IN THE CASE OF THE UNIFORM COMMERCIAL CODE).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 28 day of January, 2022.

GRANTORS:

LEARNING TECHNOLOGIES GROUP INC.

DocuSigned by:
Claire Bevin Walsh
By: 5AD1C8ACE22D456
Name: CLAIRE WALSH
Title: OFFICER

REFLEKTIVE, INC.

DocuSigned by:
Claire Bevin Walsh
By: 5AD1C8ACE22D456
Name: CLAIRE WALSH
Title: OFFICER

GP STRATEGIES CORPORATION

DocuSigned by:
Adam Henry Stedham
By: 8B7A930DA4BA425
Name: Adam Stedham
Title: CEO

RUSTICI SOFTWARE, LLC

DocuSigned by:
Claire Bevin Walsh
By: 5AD1C8ACE22D456
Name: CLAIRE WALSH
Title: OFFICER

PEOPLEFLUENT HOLDINGS CORP.

DocuSigned by:
Claire Bevin Walsh
By: 5AD1C8ACE22D456
Name: CLAIRE WALSH
Title: OFFICER

BREEZY HR, INC.

DocuSigned by:
Kath Kearney-Croft
By: 90A62A72D1E645A
Name: Kath Kearney-Croft
Title: CFO

GETBRIDGE, LLC

DocuSigned by:
Claire Bevin Walsh
By: 5AD1C8ACE22D456
Name: CLAIRE WALSH
Title: OFFICER

GRANTEE:

SILICON VALLEY BANK, as Security Agent

By: DocuSigned by:
Richard Faulkner
3A1243FD-B062-48FF-8CC0-48DBC596634
Name: Richard Faulkner
Title: Managing Director

Schedule A to Patent and Trademark Security Agreement**PATENTS, PATENT APPLICATIONS, AND PATENT LICENSES**

Title	App. No.	Status	Owner/Assignee
EMPLOYEE MANAGEMENT	14259471	Issued	Learning Technologies Group Inc.
NOVEL SYSTEMS AND METHODS FOR INTERACTING WITH A CLIENT DEVICE	15951186	Issued	REFLEKTIVE, INC.
SYSTEMS AND METHODS FOR INTERACTING WITH A CLIENT DEVICE	16989945	Pending Notice of Allowance Mailed -- Application Received in Office of Publications	REFLEKTIVE, INC.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES

Trademark	Status	Class(es)	App No.	Reg. No.	Owner
MCKINNEY ROGERS	Registered	09 Int., 16 Int., 35 Int., 41 Int.	77/632968	3753760	GP Strategies Corporation
YOUR WORKFORCE TRANSFORMATION PARTNER	Pending	09 Int.	90/628445	TBD	GP Strategies Corporation
YOUR WORKFORCE TRANSFORMATION PARTNER	Pending	35 Int., 39 Int., 41 Int., 42 Int., 45 Int.	90/628450	TBD	GP Strategies Corporation
APM OPTIMIZE	Registered	35 Int., 42 Int.	88/782543	6571772	GP Strategies Corporation
GP STRATEGIES	Registered	35 Int., 039 Int., 041 Int., 042 Int., 009 Int., 045 Int.	85/676068	4790915	GP Strategies Corporation
ETAPRO	Registered	09 Int., 42 Int.	87/490653	5379231	GP Strategies Corporation
ASPIRE	Registered	16 Int., 35 Int., 41 Int.	78/057918	2924047	GP Strategies Corporation
INFOMAESTRO	Registered	42 Int.	78/970884	3251866	GP Strategies Corporation
MISSION ANALYSIS	Registered	09 Int., 16 Int., 35 Int., 41 Int.	78/211142	2887724	GP Strategies Corporation
MISSION LEADERSHIP	Registered	09 Int., 16 Int., 35 Int., 41 Int.	78/123660	2819568	GP Strategies Corporation
PERFORMTECH	Registered	35 Int.	76/255137	2701832	GP Strategies Corporation
PLANTMENTOR	Registered	41 Int.	78/390029	2787297	GP Strategies Corporation
TIN CAN	Registered	09 Int., 42 Int.	85548643	4281765	Rustici Software, LLC
PROJECT TIN CAN	Registered	09 Int., 42 Int.	85548649	4281766	Rustici Software, LLC
CAAMS	Registered	09 Int., 42 Int.	87184234	5199145	Learning Technologies Group Inc.
COLOSSUS	Registered	42 Int.	86365602	5173922	Learning Technologies Group Inc.
PEOPLEFLUENT	Registered	09 Int., 35 Int., 41 Int., 42 Int.	85244870	4147557	PeopleFluent Holdings Corp.
TALENTUNITY	Registered	35 Int., 42 Int.	85958476	4827500	PeopleFluent Holdings Corp.
MONITOR	Registered	09 Int.	77473381	3629926	Learning Technologies Group Inc.
PAYSTAT	Registered	09 Int.	77487322	3629974	Learning Technologies Group Inc.
AAPLANNER	Registered	09 Int.	73536649	1368789	Learning Technologies Group Inc.
A BREATH OF FRESH HR	Registered	35 Int.	87184328	5191226	Breezy HR, Inc.
BREEZY	Registered	42 Int.	86561953	4836109	Breezy HR, Inc.
BRIDGE & Design	Pending	42 Int.	90245740	TBD	getBridge, LLC