

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740143

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900690348

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AboveTraining, Inc.		04/08/2022	Corporation: UTAH
National Environmental Trainers, Inc.		04/08/2022	Corporation: GEORGIA
Telemedia Trainco Holdings, LLC		04/08/2022	Limited Liability Company: DELAWARE
Telemedia, LLC		04/08/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BSP Agency, LLC, as Agent
Street Address:	9 West 57th Street
Internal Address:	Suite 4920
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	5610298	A BETTER LEARNING EXPERIENCE
Registration Number:	5816783	A BETTER LEARNING EXPERIENCE
Registration Number:	5754604	A BETTER LEARNING EXPERIENCE
Registration Number:	5754605	A BETTER LEARNING EXPERIENCE
Registration Number:	5271288	ABOVETRAINING.COM
Registration Number:	5266062	ABOVETRAINING.COM
Registration Number:	5358391	ABOVETRAINING.COM
Registration Number:	5315362	ABOVETRAINING.COM
Registration Number:	4759094	CERTIFIED METH DECONTAMINATION SPECIALIS
Registration Number:	4865290	EFOODHANDLERS
Registration Number:	6368293	
Registration Number:	6376390	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6491600	FUSION A TPC SOLUTION
Registration Number:	4514693	HAZWOPER HANDS-ON SIMULATOR
Registration Number:	4420152	HAZWOPER MOBILE TRAINING
Registration Number:	4697354	ISCHEMATIC
Serial Number:	90367921	JADE LEARNING A TPC COMPANY
Registration Number:	3443587	N NATIONAL ENVIRONMENTAL TRAINERS, INC.
Registration Number:	4532957	NATIONAL ENVIRONMENTAL TRAINERS
Registration Number:	4840351	SAFETYNEERING
Registration Number:	1777201	SCHOOLCRAFT PUBLISHING
Registration Number:	6325631	STATEFOODSAFETY FOOD SAFETY TRAINING & C
Registration Number:	6325632	STATEFOODSAFETY FOOD SAFETY TRAINING & C
Serial Number:	90026161	STATEFOODSAFETY FOOD SAFETY TRAINING & C
Registration Number:	5252859	STATEFOODSAFETY.COM
Registration Number:	5288050	STATEFOODSAFETY.COM
Registration Number:	5303620	STATEFOODSAFETY.COM
Registration Number:	5278456	STATEFOODSAFETY.COM
Registration Number:	1083709	TELEMEDIA
Registration Number:	4114524	THE NATIONAL REPOSITORY
Registration Number:	3426945	THE OFFICIAL SITE OF ENVIRONMENTAL HEALT
Registration Number:	4644790	THE OFFICIAL SITE OF HAZWOPER HANDS ON S
Serial Number:	90367897	TPC

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: britt.strahler@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Troy Root

SIGNATURE: /s/ Troy Root

DATE SIGNED: 07/11/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of April 8, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BSP Agency, LLC, as agent (“**Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, REP TEC Intermediate Parent Holdings, Inc., a Delaware corporation (“**Holdings**”), REP TEC Intermediate Holdings, Inc., a Delaware corporation (the “**Initial Borrower**”), the other Credit Parties (as defined therein) from time to time party thereto, Agent and each Lender (as defined therein) from time to time party thereto have entered into that certain Credit Agreement dated as of June 19, 2020 (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of June 19, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to make Loans, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**IP Collateral**”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not

allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

ABOVETRAINING INC.

By: 
Name: John Comly
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007776 FRAME: 0695

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**NATIONAL ENVIRONMENTAL
TRAINERS, INC.**

By: 
Name: John Comly
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

**TRADEMARK
REEL: 007776 FRAME: 0696**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

TELEMEDIA, LLC

By: 
Name: John Comly
Title: Chief Executive Officer

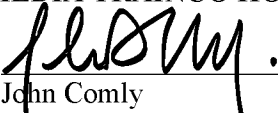
[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007776 FRAME: 0697

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

TELEMEDIA TRAINCO HOLDINGS, LLC

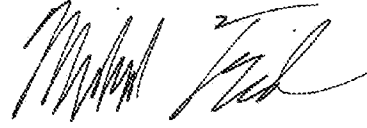
By: 
Name: John Comly
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007776 FRAME: 0698

BSP AGENCY, LLC,
as Agent

By: Benefit Street Partners L.L.C., its Sole Member

A handwritten signature in black ink, appearing to read "Mike Frick". The signature is written in a cursive style with some loops and flourishes.

By:
Name: Mike Frick

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Country	File Date	Owner	Application #	Registration #	Registration Date	Status
A BETTER LEARNING EXPERIENCE	UNITED STATES	3/2/2018	AboveTraining	87/818,689	5,610,298	11/20/2018	Live
A BETTER LEARNING EXPERIENCE	UNITED STATES	3/2/2018	AboveTraining	87/818,710	5,816,783	7/30/2019	Live
A BETTER LEARNING EXPERIENCE	UNITED STATES	3/2/2018	AboveTraining	87/818,725	5,754,604	5/21/2019	Live
A BETTER LEARNING EXPERIENCE	UNITED STATES	3/2/2018	AboveTraining	87/818,743	5,754,605	5/21/2019	Live
ABOVETRAINING.COM	UNITED STATES	2/8/2017	AboveTraining	87/328,620	5,271,288	8/22/2017	Live
ABOVETRAINING.COM	UNITED STATES	2/8/2017	AboveTraining	87/328,708	5,266,062	8/15/2017	Live
ABOVETRAINING.COM	UNITED STATES	2/8/2017	AboveTraining	87/328,740	5,358,391	12/19/2017	Live
ABOVETRAINING.COM	UNITED STATES	2/8/2017	AboveTraining	87/328,759	5,315,362	10/24/2017	Live
CERTIFIED METH DECONTAMINATION SPECIALIST (CMDS)	UNITED STATES	9/15/2014	National Environmental Trainers	86/394,426	4,759,094	6/23/2015	Live
EFOODHANDLERS	UNITED STATES	4/23/2014	Telemedia Trainco Holdings	86/260,647	4,865,290	12/8/2015	Live
design	UNITED STATES	6/29/2020	AboveTraining, Inc.	90/026,218	6,368,293	6/1/2021	Live

design	UNITED STATES	6/29/2020	AboveTraining, Inc.	90/026,232	6,376,390	6/8/2021	Live
FUSION A TPC SOLUTION and design	UNITED STATES	12/8/2020	Telemedia Trainco Holdings	90/367,913	6,491,600	9/21/2021	Live
HAZWOPER HANDS-ON SIMULATOR	UNITED STATES	9/16/2013	National Environmental Trainers	86/065,397	4,514,693	4/15/2014	Live
HAZWOPER MOBILE TRAINING	UNITED STATES	5/11/2013	National Environmental Trainers	85/929,361	4,420,152	10/15/2013	Live
ISCHEMATIC	UNITED STATES	1/4/2013	Telemedia	85/815,416	4,697,354	3/3/2015	Live
JADE LEARNING A TPC COMPANY and design	UNITED STATES	12/8/2020	Telemedia Trainco Holdings	90/367,921			Pending
NATIONAL ENVIRONMENTAL TRAINERS, INC. and design	UNITED STATES	2/1/2007	National Environmental Trainers	77/097,038	3,443,587	6/10/2008	Live
NATIONAL ENVIRONMENTAL TRAINERS	UNITED STATES	9/16/2013	National Environmental Trainers	86/065,567	4,532,957	5/20/2014	Live
SAFETYNEERING	UNITED STATES	2/27/2015	National Environmental Trainers	86/548,040	4,840,351	10/27/2015	Live
SCHOOLCRAFT PUBLISHING	UNITED STATES	6/10/1992	Telemedia Trainco Holdings	74/283,414	1,777,201	6/15/1993	Live

STATEFOODSAFETY FOOD SAFETY TRAINING & CERTIFICATION and design	UNITED STATES	6/29/2020	AboveTraining, Inc.	90/026,012	6,325,631	4/20/2021	Live
STATEFOODSAFETY FOOD SAFETY TRAINING & CERTIFICATION and design	UNITED STATES	6/29/2020	AboveTraining, Inc.	90/026,090	6,325,632	4/20/2021	Live
STATEFOODSAFETY FOOD SAFETY TRAINING & CERTIFICATION and design	UNITED STATES	6/29/2020	AboveTraining, Inc.	90/026,161			Pending
STATEFOODSAFETY.COM	UNITED STATES	12/20/2016	AboveTraining, Inc.	87/274,709	5,252,859	7/25/2017	Live
STATEFOODSAFETY.COM	UNITED STATES	12/20/2016	AboveTraining, Inc.	87/274,728	5,288,050	9/12/2017	Live
STATEFOODSAFETY.COM	UNITED STATES	12/20/2016	AboveTraining, Inc.	87/274,740	5,303,620	10/3/2017	Live
STATEFOODSAFETY.COM	UNITED STATES	12/20/2016	AboveTraining, Inc.	87/274,759	5,278,456	8/29/2017	Live
TELEMEDIA	UNITED STATES	12/29/1976	Telemedia Trainco Holdings	73/111,102	1,083,709	1/24/1978	Live
THE NATIONAL REPOSITORY	UNITED STATES	7/21/2011	National Environmental Trainers	85/377,066	4,114,524	3/20/2012	Live
THE OFFICIAL SITE OF ENVIRONMENTAL HEALTH AND SAFETY TRAINING	UNITED STATES	7/28/2006	National Environmental Trainers	78/939,604	3,426,945	5/13/2008	Live

THE OFFICIAL SITE OF HAZWOPER HANDS ON SIMULATOR	UNITED STATES	4/16/2014	National Environmental Trainers	86/253,338	4,644,790	11/25/2014	Live
TPC and design	UNITED STATES	12/8/2020	Telemedia Trainco Holdings	90/367,897			Pending

TRADEMARK
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RECORDED: 04/25/2022