

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFEWORk EDUCATION INC.	FORMERLY S&S TRAINING ACQUISITION CORP.	12/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SALEM INVESTMENT PARTNERS V, LIMITED PARTNERSHIP		
Street Address:	7900 TRIAD CENTER DRIVE		
Internal Address:	SUITE 333		
City:	GREENSBORO		
State/Country:	NORTH CAROLINA		
Postal Code:	27409		
Entity Type:	Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97371225	LIFEWORk	
Serial Number:	97371257	LIFEWORk	
CORRESPONDENCE DATA			
Fax Number:	3362329158		
<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:	(919) 573-6258		
Email:	mbailey@brookspierce.com		
Correspondent Name:	Melissa W. Bailey, Esq.		
Address Line 1:	150 Fayetteville St.		
Address Line 2:	Suite 1700, Wells Fargo Capitol Center		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	Salem Inv. (Lifework Ed)		
NAME OF SUBMITTER:	Melissa W. Bailey		
SIGNATURE:	/Melissa W. Bailey/		
DATE SIGNED:	12/13/2022		
Total Attachments: 6			

OP \$65.00 97371225

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) is made and entered into on December 9, 2022, by LIFEWORK EDUCATION INC., a Delaware corporation f/k/a S&S Training Acquisition Corp. (“Grantor”), in favor of Salem Investment Partners V, Limited Partnership, a North Carolina limited partnership with offices at 7900 Triad Center Drive, Suite 333, Greensboro, North Carolina 27409 (“Lender”).

WHEREAS, Grantor has entered into a Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), dated the date hereof, in which Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest in general intangibles, including without limitation, the Trademark Collateral (as hereinafter defined) and agreed to execute this Grant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Security Agreement), Grantor does hereby agree with Lender as follows:

Section 1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings assigned to them by the Loan Agreement and the Security Agreement. In addition, the following terms shall have the following meanings:

“Trademark Licenses” means all present and future agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule A attached hereto.

“Trademarks” means, collectively, with respect to Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered or recorded in the United States, any state thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to Grantor’s use of any trademarks, (ii) applications, registrations, and renewals, and divisions and amendments thereof, and rights to obtain any of the foregoing, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof, including, without limitation, any thereof referred to in Schedule A hereto.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender a security interest in all of its right, title and interest in and to and under the following collateral (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(b) all applications, registrations, and renewals, and divisions and amendments thereof, and rights to obtain any 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, without limitation, 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 3. After Acquired Registered Trademark Collateral. Following the date hereof, upon the acquisition of any registered Trademark Collateral, Grantor shall promptly take all actions and make such filings with the United States Patent and Trademark Office (“USPTO”) as appropriate to properly assign such Trademark Collateral to Grantor and shall promptly (and in any event within 30 days of any filings with the USPTO), notify Lender of such Trademark Collateral and provide copies of any such filings. Following the date hereof, if Grantor registers any Trademark Collateral with the USPTO, Grantor shall promptly, and within 30 days of any filing with the USPTO, notify Lender of the registration process and provide copies of any such filings.

Section 4. Security Agreement. This Grant has been given in conjunction with the security interest granted to Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference. Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

Section 5. Maintenance of Trademark Collateral. Grantor shall timely file any documents necessary to renew or maintain the Trademark Collateral provided that the Trademark Collateral is still in use by Grantor, and shall pay any fees associated with the renewal or maintenance of the Trademark Collateral. Grantor shall promptly notify Lender of any litigation, infringement claims, or other matter involving the Trademark Collateral, and Grantor shall work with Lender to protect Lender’s rights in the Trademark Collateral at Grantor’s expense.

Section 6. Warranties. Grantor represents and warrants that it has good and marketable title in the Trademark Collateral and that Grantor has not previously made any assignments of its interests or issued any prior security interests in the Trademark Collateral other than Permitted Liens.

Section 7. Miscellaneous. The security interest granted to Lender in this instrument shall exist continually until all Obligations (other than contingent obligations for which no claim

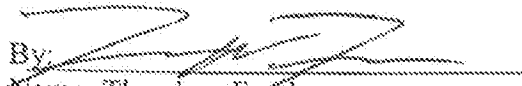
has been made) have been paid in full. Upon such payment in full, Lender's security interest in the Trademark Collateral shall automatically terminate and Lender shall, at Grantor's request and expense, send such termination statements to Grantor or file them with any applicable filing office. This Grant may be executed in any number of counterparts (by facsimile, portable document format (pdf) or original) and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Grant, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Grant, shall be governed by and construed under and in accordance with the laws of the State of North Carolina without respect to any conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

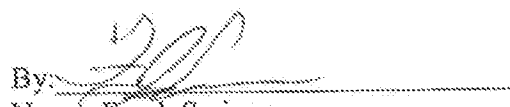
[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed by its duly authorized representative as of the date first written above.

LIFEWORk EDUCATION INC.

ATTEST:

By: 
Name: Theodore Frank
Title: Secretary

By: 
Name: Frank Swiger
Title: Chief Executive Officer

[CORPORATE SEAL]

Accepted and Agreed:

SALEM INVESTMENT PARTNERS V,
LIMITED PARTNERSHIP (SEAL)

By: SIP V Management LLC,
Its General Partner

By: _____
Kevin Jessup, Manager

[Signature Page to Grant of Security Interest in Trademarks]

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LIFEWORk EDUCATION INC.

By: _____
Name: Theodore Frank
Title: Secretary

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Name: Frank Swiger
Title: Chief Executive Officer

[CORPORATE SEAL]

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
By: SIP V Management LLC,
Its General Partner

By: _____
Kevin Jessup, Manager

[Signature Page to Grant of Security Interest in Trademarks]

Schedule A

Trademarks and Applications for Trademarks

TRADEMARK	APP. NO. & FILE DATE	REG. NO. & REG. DATE	COUNTRY/ JURISDICTION
Lifework	97371225 April 19, 2022	pending	USPTO
 Lifework	97371257 April 19, 2022	pending	USPTO
Wizard Medical Education	9,205,884 February 23, 2021	9,205,884 February 23, 2021	Arizona
Arizona Academy of Emergency Services	9,168,927 September 24, 2020	9,168,927 September 24, 2020	Arizona
S&S AMTI	9,179,976 September 21, 2020	9,179,976 September 21, 2020	Arizona
S&S VVA	9,177,232 September 4, 2020	9,177,232 September 4, 2020	Arizona
Heartsavers	9,168,920 July 24, 2020	9,168,920 July 24, 2020	Arizona