

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERIFI ACQUISITIONS, LLC		01/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	405 Colorado Street, Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1742953	MICROMASH	
Registration Number:	3257257	MY CLE KNOWLEDGE CENTER	
Registration Number:	2528655	REQWIRED	
Registration Number:	3598460	GEAR UP	
Registration Number:	2808514	PASSONLINE	
Registration Number:	5057432	CPEASY	
Registration Number:	2063164	CPE NETWORK	
Registration Number:	2715887	PASS	
Registration Number:	3456286	L LEARNLIVE TECHNOLOGIES TRANSFORM YOUR	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird, Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	576675		

CH \$240.00 1742953

NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	01/27/2023
Total Attachments: 5 source=AB-Cerifi - Trademark Security Agreement (CERIFI ACQUISITIONS LLC)_2#page1.tif source=AB-Cerifi - Trademark Security Agreement (CERIFI ACQUISITIONS LLC)_2#page2.tif source=AB-Cerifi - Trademark Security Agreement (CERIFI ACQUISITIONS LLC)_2#page3.tif source=AB-Cerifi - Trademark Security Agreement (CERIFI ACQUISITIONS LLC)_2#page4.tif source=AB-Cerifi - Trademark Security Agreement (CERIFI ACQUISITIONS LLC)_2#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 27, 2023, is made by the undersigned entity listed on the signature pages hereof (the “Grantor”), 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 amended by that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of July 19, 2022 and that certain Amendment No. 2 and Incremental Joinder Agreement No. 1 to Credit and Guaranty Agreement, dated as of September 16, 2022 and as the same may be further 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, the Grantor is a party to that certain Pledge and Security Agreement supplement 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, the 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. The 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 the 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 the 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. The 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 Patents and IP Licenses subject to a security interest hereunder.

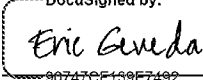
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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]

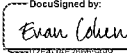
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CERIFI ACQUISITIONS, LLC
as Grantor

DocuSigned by:
By: 
Name: Eric Geveda
Title: Vice President

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 I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CERIFI ACQUISITIONS, LLC	MICROMASH	1,742,953	12/29/92
CERIFI ACQUISITIONS, LLC	MY CLE KNOWLEDGE CENTER	3,257,257	6/26/07
CERIFI ACQUISITIONS, LLC	REQUIRED	2,528,655	1/08/02
CERIFI ACQUISITIONS, LLC	GEAR UP	3,598,460	3/31/09
CERIFI ACQUISITIONS, LLC	PASSONLINE	2,808,514	1/27/04
CERIFI ACQUISITIONS, LLC	CPEASY	5,057,432	10/11/16
CERIFI ACQUISITIONS, LLC	CPE NETWORK	2,063,164	5/20/97
CERIFI ACQUISITIONS, LLC	PASS	2,715,887	5/13/03
CERIFI ACQUISITIONS, LLC	LEARNLIVE and Design 	3,456,286	7/1/08