

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRANKLIN COVEY CO.		03/27/2023	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, As Administrative Agent		
Street Address:	127 Public Square		
Internal Address:	Attention: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 149			
Property Type	Number	Word Mark	
Registration Number:	3060003	THE 4 DISCIPLINES OF EXECUTION	
Registration Number:	5616128	THE 4 ESSENTIAL ROLES OF LEADERSHIP	
Registration Number:	5563981	THE 4 ESSENTIAL ROLES OF LEADERSHIP	
Registration Number:	3993747	THE 4 IMPERATIVES OF GREAT LEADERS	
Registration Number:	4714610	4DX	
Registration Number:	4730035	4DX	
Registration Number:	4373950	THE 5 CHOICES TO EXTRAORDINARY PRODUCTIV	
Registration Number:	4195739	THE 5 CHOICES	
Registration Number:	4499599	THE 5 CHOICES	
Registration Number:	6059197	THE 6 CRITICAL PRACTICES FOR LEADING A T	
Registration Number:	3084533	THE SEVEN HABITS OF HIGHLY EFFECTIVE PEO	
Registration Number:	3642324	THE 7 HABITS FOR MANAGERS	
Registration Number:	3642350	THE 7 HABITS INTERACTIVE	
Registration Number:	3642326	THE 7 HABITS MAXIMIZER	
Registration Number:	2208058	THE 7 HABITS OF HIGHLY EFFECTIVE FAMILIE	
Registration Number:	2367970	THE 7 HABITS OF HIGHLY EFFECTIVE TEENS	
Registration Number:	2367969	THE 7 HABITS OF HIGHLY EFFECTIVE TEENS	
Registration Number:	4680883	THE 7 HABITS OF SUCCESSFUL FAMILIES	

OP \$3740.00 3060003

Property Type	Number	Word Mark
Registration Number:	3569488	THE 7 HABITS
Registration Number:	3569490	THE 7 HABITS
Registration Number:	3569491	THE 7 HABITS
Registration Number:	2952218	THE 8TH HABIT
Registration Number:	2952217	THE 8TH HABIT
Registration Number:	2987720	THE 8TH HABIT
Registration Number:	5421414	ACT ON THE IMPORTANT DON'T REACT TO THE
Registration Number:	5203087	ALL ACCESS PASS
Registration Number:	1854911	BE PROACTIVE
Registration Number:	4698565	BE PROACTIVE
Registration Number:	3354837	BEGIN WITH THE END IN MIND
Registration Number:	4698566	BEGIN WITH THE END IN MIND
Registration Number:	4160106	BUILDING PROCESS EXCELLENCE
Registration Number:	5620666	CHANGE ELEMENT
Registration Number:	3679490	THE CHOICE IS YOURS
Registration Number:	4479147	CIRCLE OF INFLUENCE
Registration Number:	4115003	CLARIFYING YOUR TEAM'S PURPOSE AND STRAT
Registration Number:	5258073	CLOSING THE SALE
Registration Number:	5143528	CLOSING THE SALE
Registration Number:	2475867	
Registration Number:	3579484	
Registration Number:	3575573	
Registration Number:	2473745	
Registration Number:	5807716	CREATE A SHARED VISION AND STRATEGY
Registration Number:	3998159	THE DECISION IS YOURS
Registration Number:	5789463	DEVELOPING LIFE-READY LEADERS
Registration Number:	2178748	DIAGNOSE BEFORE YOU PRESCRIBE
Registration Number:	5770666	EXECUTE YOUR TEAM'S STRATEGY AND GOALS
Registration Number:	2786980	EXECUTION QUOTIENT
Registration Number:	4750796	EXECUTION QUOTIENT
Registration Number:	4778249	FILLING YOUR PIPELINE
Registration Number:	5814159	FIND OUT WHY: THE KEY TO SUCCESSFUL INNO
Registration Number:	2193148	FIRST THINGS FIRST
Registration Number:	2531872	FRANKLIN COVEY PROJECT MANAGEMENT
Registration Number:	3579644	FRANKLINCOVEY
Registration Number:	2493835	FRANKLINCOVEY
Registration Number:	3597808	FRANKLINCOVEY
Registration Number:	3579646	FRANKLINCOVEY

Property Type	Number	Word Mark
Registration Number:	2572537	FRANKLIN COVEY
Registration Number:	5203059	FRANKLIN COVEY ALL ACCESS PASS
Registration Number:	5230649	FRANKLIN COVEY ALL ACCESS PASS
Registration Number:	4269894	FRANKLINCOVEY EXCELERATORS
Registration Number:	4269900	FRANKLINCOVEY EXCELERATORS
Registration Number:	4815655	FRANKLINCOVEY INSIGHTS
Registration Number:	4160201	FRANKLINCOVEY ON DEMAND
Registration Number:	4534138	FRANKLINCOVEY THE ULTIMATE COMPETITIVE A
Registration Number:	5550442	FRANKLINCOVEY
Registration Number:	2491782	FRANKLIN COVEY
Registration Number:	3594315	FRANKLINCOVEY
Registration Number:	3579648	FRANKLINCOVEY
Registration Number:	3579802	FRANKLINCOVEY
Registration Number:	5421467	FUEL YOUR FIRE DON'T BURN OUT
Registration Number:	5789052	GET BETTER: 15 PROVEN PRACTICES TO BUILD
Registration Number:	5421449	GO FOR EXTRAORDINARY DON'T SETTLE FOR OR
Registration Number:	4702558	GREAT HAPPENS HERE
Registration Number:	4930278	HELPING CLIENTS SUCCEED
Registration Number:	2469200	HELPING CLIENTS SUCCEED
Registration Number:	2467383	HELPING CLIENTS SUCCEED
Registration Number:	4114905	INSPIRING TRUST
Registration Number:	5322005	JHANA
Registration Number:	4194110	THE LEADER IN ME
Registration Number:	5131250	THE LEADER IN ME
Registration Number:	4080353	THE LEADER IN ME
Registration Number:	4997720	THE LEADER IN ME
Registration Number:	5037351	THE LEADER IN ME
Registration Number:	5214302	LEADER U
Registration Number:	5831810	LEADERINME WEEKLY
Registration Number:	5620667	LEADERS@CHANGE
Registration Number:	4486493	LEADERSHIP NOTEBOOK
Registration Number:	5116958	LEADERSHIP QUOTIENT
Registration Number:	5293715	LEADERSHIP QUOTIENT
Registration Number:	4366992	LEADERSHIP: GREAT LEADERS, GREAT TEAMS,G
Registration Number:	3580075	LEADING ACROSS GENERATIONS
Registration Number:	5360677	LEADING CUSTOMER LOYALTY
Registration Number:	5360678	LEADING CUSTOMER LOYALTY
Registration Number:	4587857	LIVECLICKS

Property Type	Number	Word Mark
Registration Number:	5537432	LQ
Registration Number:	4702663	MATURITY CONTINUUM
Registration Number:	4024854	MEETING IN A BOX
Registration Number:	5620665	MILLENNIALS @WORK
Registration Number:	4939088	MY4DX.COM
Registration Number:	4098481	THE NOBILITY OF POLICING
Registration Number:	5594100	NOBILITY OF POLICING
Registration Number:	4834450	PERSONAL EFFECTIVENESS QUOTIENT
Registration Number:	2208271	THE POWER PRINCIPLE
Registration Number:	5544662	PRESENTATION ADVANTAGE
Registration Number:	2372217	PRESENTATION ADVANTAGE
Registration Number:	2178747	PRIVATE VICTORY
Registration Number:	4766936	PROJECT MANAGEMENT ESSENTIALS
Registration Number:	4869868	PROJECT MANAGEMENT ESSENTIALS FOR THE UN
Registration Number:	2178746	PUBLIC VICTORY
Registration Number:	3400506	PUT FIRST THINGS FIRST
Registration Number:	4694735	PUT FIRST THINGS FIRST
Registration Number:	5131347	QUALIFYING OPPORTUNITIES
Registration Number:	5421466	RULE YOUR TECHNOLOGY DON'T LET IT RULE Y
Registration Number:	5421450	SCHEDULE THE BIG ROCKS DON'T SORT GRAVEL
Registration Number:	5522162	SEE-DO-GET
Registration Number:	4652828	SEEK FIRST TO UNDERSTAND, THEN TO BE UND
Registration Number:	4652193	SEEK FIRST TO UNDERSTAND, THEN TO BE UND
Registration Number:	3354836	SEEK FIRST TO UNDERSTAND, THEN TO BE UND
Registration Number:	5295958	SHARPEN THE SAW
Registration Number:	5209271	SHARPEN THE SAW
Registration Number:	1872875	SHARPEN THE SAW
Registration Number:	5134222	SPEED OF TRUST DIGITAL COACH
Registration Number:	5511321	STRIKINGLY DIFFERENT
Registration Number:	1862827	SYNERGIZE
Registration Number:	4980725	SYNERGIZE
Registration Number:	3355784	THINK WIN-WIN
Registration Number:	3354835	THINK WIN-WIN
Registration Number:	5131346	THINK WIN-WIN
Registration Number:	4679266	THE TIME MATRIX
Registration Number:	4978586	IMPORTANT NOT IMPORTANT URGENT NOT URGEN
Registration Number:	4820597	IMPORTANT NOT IMPORTANT URGENT NOT URGEN
Registration Number:	5357473	TQ

Property Type	Number	Word Mark
Registration Number:	5357474	TRUST QUOTIENT
Registration Number:	4530224	THE ULTIMATE COMPETITIVE ADVANTAGE
Registration Number:	6474106	UNCONSCIOUS BIAS: UNDERSTANDING BIAS TO
Registration Number:	5770665	UNLEASH YOUR TEAM'S POTENTIAL THROUGH CO
Registration Number:	4163333	UNLEASHING TALENT
Registration Number:	5221107	WE ENABLE GREATNESS
Registration Number:	5082241	WE ENABLE GREATNESS IN PEOPLE AND ORGANI
Registration Number:	4457409	WIG
Registration Number:	4704157	WILDLY IMPORTANT GOAL
Registration Number:	5156617	WILDLY IMPORTANT GOALS
Registration Number:	5082305	WILDLY IMPORTANT GOALS
Registration Number:	3994300	WINNING CUSTOMER LOYALTY
Registration Number:	3990418	WINNING CUSTOMER LOYALTY
Registration Number:	1951968	WRITING ADVANTAGE
Registration Number:	5539929	WRITING ADVANTAGE
Registration Number:	2786981	XQ
Registration Number:	3480281	XQ

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165668243

Email: mae.smith@thompsonhine.com

Correspondent Name: Mae Smith, Paralegal

Address Line 1: 127 Public Square, 3900 Key Center

Address Line 2: Thompson Hine LLP

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Mae Smith
SIGNATURE:	/Mae Smith/
DATE SIGNED:	03/30/2023

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of March 27, 2023 by FRANKLIN COVEY CO., a Utah corporation (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

The Pledgor is entering into that certain Credit and Security Agreement, dated as of March 27, 2023, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to the Pledgor the financial accommodations as described in the Credit Agreement.

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered

copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall not include Excluded Property.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Pledgor to the Administrative Agent, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents (including any Erroneous Payment Subrogation Rights), and includes the principal of and interest on all Loans, and all obligations of the Pledgor or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an Affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an Affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. To the knowledge of Pledgor, the Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral (except for Intellectual Property that is licensed by the Pledgor), free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used (to Pledgor's knowledge), and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and, except in the ordinary course of business, shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral material to the conduct of Pledgor's business in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Events of Default and Remedies.

7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

7.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in

addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

7.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

7.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall at all times have the right, pursuant to the Credit Agreement, to obtain new appraisals of the Pledgor or the Collateral, the cost of which shall be paid by the Pledgor.

8. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

9. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor, with respect to Collateral material to the conduct of such Pledgor's business, shall have the duty to, in a commercially reasonable manner, (i) prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, (ii) file and prosecute opposition and cancellation proceedings and (iii) do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral material to the conduct of Pledgor's business without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

10. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

11. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, upon the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive

license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

13. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

14. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

15. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 14 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

16. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two (2) Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

17. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

21. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

22. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

23. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by Law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

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4883-8846-7544.4

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

FRANKLIN COVEY CO.

By: Stephen D. Young
Stephen D. Young
Executive Vice President, Chief Financial
Officer and Corporate Secretary

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 008025 FRAME: 0829

SCHEDULE 1

US Trademarks

MARK	CLASSES	REG DATE	REG No.
4 DISCIPLINES OF EXECUTION, THE	9 16 35 41	02/21/06	3,060,003
4 ESSENTIAL ROLES OF LEADERSHIP	9	11/27/18	5,616,128
4 ESSENTIAL ROLES OF LEADERSHIP	16 41	09/18/18	5,563,981
4 IMPERATIVES OF GREAT LEADERS, THE	9 16 41	07/12/11	3,993,747
4DX	9 16 35 41	04/07/15	4,714,610
4DX (Stylized logo)	9 16 35 41	05/05/15	4,730,035
5 CHOICES TO EXTRAORDINARY PRODUCTIVITY, THE	9 16 41	07/23/13	4,373,950
5 CHOICES, THE	9 16 41	08/21/12	4,195,739
5 CHOICES, THE	41	03/18/14	4,499,599
6 CRITICAL PRACTICES FOR LEADING A TEAM, THE	41	05/19/20	6,059,197
7 (SEVEN) HABITS OF HIGHLY EFFECTIVE PEOPLE, THE	9 16 41	04/25/06	3,084,533
7 HABITS FOR MANAGERS, THE	9 16 41	06/23/09	3,642,324
7 HABITS INTERACTIVE, THE	9 16 41	06/23/09	3,642,350
7 HABITS MAXIMIZER, THE	16 41	06/23/09	3,642,326
7 HABITS OF HIGHLY EFFECTIVE FAMILIES, THE	9	12/08/98	2,208,058
7 HABITS OF HIGHLY EFFECTIVE TEENS, THE	16	07/18/00	2,367,970
7 HABITS OF HIGHLY EFFECTIVE TEENS, THE	41	07/18/00	2,367,969
7 HABITS OF SUCCESSFUL FAMILIES, THE	9 16 41	02/03/15	4,680,883
7 HABITS, THE	9	02/03/09	3,569,488
7 HABITS, THE	16	02/03/09	3,569,490
7 HABITS, THE	41	02/03/09	3,569,491
8TH HABIT, THE	9	05/17/05	2,952,218
8TH HABIT, THE	16	05/17/05	2,952,217
8TH HABIT, THE	41	08/23/05	2,987,720
ACT ON THE IMPORTANT DON'T REACT TO THE URGENT (C1 of 5Cs)	16 41	03/13/18	5,421,414
ALL ACCESS PASS	16 41	05/16/17	5,203,087
BE PROACTIVE	41	09/20/94	1,854,911
BE PROACTIVE	9 16	03/10/15	4,698,565
BEGIN WITH THE END IN MIND	41	12/18/07	3,354,837
BEGIN WITH THE END IN	9 16	03/10/15	4,698,566

MIND			
BUILDING PROCESS EXCELLENCE	9 16 41	06/19/12	4,160,106
CHANGE ELEMENT	16 41	12/04/18	5,620,666
CHOICE IS YOURS, THE (STYLIZED)	16, 41	09/08/09	3,679,490
CIRCLE OF INFLUENCE	41	02/04/14	4,479,147
CLARIFYING YOUR TEAMS PURPOSE AND STRATEGY	9 16 41	03/20/12	4,115,003
CLOSING THE SALE	9	08/01/17	5,258,073
CLOSING THE SALE	16 41	02/14/17	5,143,528
COMPASS logo	9	08/07/01	2,475,867
COMPASS logo	16	02/24/09	3,579,484
COMPASS logo	35	02/17/09	3,575,573
COMPASS logo	41	07/31/01	2,473,745
CREATE A SHARED VISION AND STRATEGY	16 41	07/16/19	5,807,716
DECISION IS YOURS, THE	16 41	07/19/11	3,998,159
DEVELOPING LIFE-READY LEADERS	16 41	06/25/19	5,789,463
DIAGNOSE BEFORE YOU PRESCRIBE	41	08/04/98	2,178,748
EXECUTE YOUR TEAM'S STRATEGY AND GOALS	16 41	06/04/19	5,770,666
EXECUTION QUOTIENT	16	11/25/03	2,786,980
EXECUTION QUOTIENT	41	06/09/15	4,750,796
FILLING YOUR PIPELINE	9 16 41	07/21/15	4,778,249
FIND OUT WHY: THE KEY TO SUCCESSFUL INNOVATION	9 16 41	07/23/19	5,814,159
FIRST THINGS FIRST	9	10/06/98	2,193,148
FRANKLIN COVEY PROJECT MANAGEMENT	41	01/22/02	2,531,872
FRANKLINCOVEY	9	02/24/09	3,579,644
FRANKLINCOVEY	16	10/02/01	2,493,835
FRANKLINCOVEY	18	03/31/09	3,597,808
FRANKLINCOVEY	41	02/24/09	3,579,646
FRANKLINCOVEY	42	05/28/02	2,572,537
FRANKLINCOVEY ALL ACCESS PASS	16	05/16/17	5,203,059
FRANKLINCOVEY ALL ACCESS PASS	41	06/27/17	5,230,649
FRANKLINCOVEY EXCELERATORS	41	01/01/13	4,269,894
FRANKLINCOVEY EXCELERATORS (STYLIZED)	41	01/01/13	4,269,900
FRANKLINCOVEY INSIGHTS	9 16 41	09/22/15	4,815,655
FRANKLINCOVEY ON DEMAND	9 41	06/19/12	4,160,201
FranklinCovey THE ULTIMATE COMPETITIVE ADVANTAGE w/Compass	9 16 35 41	05/20/14	4,534,138
FRANKLINCOVEY W/COMPASS LOGO	9	08/28/18	5,550,442

FRANKLINCOVEY W/COMPASS LOGO	16	09/25/01	2,491,782
FRANKLINCOVEY W/COMPASS LOGO	18	03/24/09	3,594,315
FRANKLINCOVEY W/COMPASS LOGO	35	02/24/09	3,579,648
FRANKLINCOVEY W/COMPASS LOGO	41	02/24/09	3,579,802
FUEL YOUR FIRE DON'T BURN OUT (C5 of 5Cs)	16 41	03/13/18	5,421,467
GET BETTER: 15 PROVEN PRACTICES TO BUILD EFFECTIVE RELATIONSHIPS AT WORK	16 41	06/25/19	5,789,052
GO FOR EXTRAORDINARY DON'T SETTLE FOR ORDINARY (C2 of 5Cs)	16 41	03/13/18	5,421,449
GREAT HAPPENS HERE (had to drop 41)	9 16	03/17/15	4,702,558
HELPING CLIENTS SUCCEED	9	04/05/16	4,930,278
HELPING CLIENTS SUCCEED	16	07/17/01	2,469,200
HELPING CLIENTS SUCCEED	41	07/10/01	2,467,383
INSPIRING TRUST	9 16 41	03/20/12	4,114,905
JHANA	41	10/31/17	5,322,005
LEADER IN ME, THE	16	08/21/12	4,194,110
LEADER IN ME, THE	38	01/31/17	5,131,250
LEADER IN ME, THE	9 41	01/03/12	4,080,353
LEADER IN ME, THE (Teacher Lounge, 41 msg board)	41	07/12/16	4,997,720
LEADER IN ME, THE (Teacher Lounge, 42 msg board)	42	09/06/16	5,037,351
LEADER U	9 16 41	05/30/17	5,214,302
LeaderinMe Weekly logo	41	08/13/19	5,831,810
LEADERS@CHANGE	16 41	12/04/18	5,620,667
LEADERSHIP NOTEBOOK	16	02/18/14	4,486,493
LEADERSHIP QUOTIENT	41	01/10/17	5,116,958
LEADERSHIP QUOTIENT	9 16 35	09/26/17	5,293,715
LEADERSHIP: GREAT LEADERS, GREAT TEAMS, GREAT RESULTS	9 16 41	07/16/13	4,366,992
LEADING ACROSS GENERATIONS	9 16 41	02/24/09	3,580,075
LEADING CUSTOMER LOYALTY	9 16 41	12/19/17	5,360,677
LEADING CUSTOMER LOYALTY (Stylized)	9 16 41	12/19/17	5,360,678
LIVECLICKS	41	08/19/14	4,587,857
LQ	9 16 35	08/07/18	5,537,432
MATURITY CONTINUUM (STYLIZED)	9 16 41	03/17/15	4,702,663

MEETING IN A BOX	16 41	09/13/11	4,024,854
MILLENNIALS @ WORK	16 41	12/04/18	5,620,665
My4Dx.com	42	04/19/16	4,939,088
NOBILITY OF POLICING, THE	41	02/14/12	4,098,481
NOBILITY OF POLICING, THE	9 16 41	10/30/18	5,594,100
PERSONAL EFFECTIVENESS QUOTIENT	9 16 35	10/20/15	4,834,450
POWER PRINCIPLE, THE	41	12/08/98	2,208,271
PRESENTATION ADVANTAGE	16	08/21/18	5,544,662
PRESENTATION ADVANTAGE	41	08/01/00	2,372,217
PRIVATE VICTORY	41	08/04/98	2,178,747
PROJECT MANAGEMENT ESSENTIALS	9 16 41	07/07/15	4,766,936
PROJECT MANAGEMENT ESSENTIALS FOR THE UNOFFICIAL PROJECT MANAGER	9 16 41	12/15/15	4,869,868
PUBLIC VICTORY	41	08/04/98	2,178,746
PUT FIRST THINGS FIRST	41	03/25/08	3,400,506
PUT FIRST THINGS FIRST	9 16	03/03/15	4,694,735
QUALIFYING OPPORTUNITIES	9 16 41	01/31/17	5,131,347
RULE YOUR TECHNOLOGY DON'T LET IT RULE YOU (C4 of 5Cs)	16 41	03/13/18	5,421,466
SCHEDULE THE BIG ROCKS DON'T SORT GRAVEL (C3 of 5Cs)	16 41	03/13/18	5,421,450
SEE-DO-GET	16 41	07/24/18	5,522,162
SEEK FIRST TO UNDERSTAND, THEN TO BE UNDERSTOOD	9	12/09/14	4,652,828
SEEK FIRST TO UNDERSTAND, THEN TO BE UNDERSTOOD	16	12/09/14	4,652,193
SEEK FIRST TO UNDERSTAND, THEN TO BE UNDERSTOOD	41	12/18/07	3,354,836
SHARPEN THE SAW	9	09/26/17	5,295,958
SHARPEN THE SAW	16	05/23/17	5,209,271
SHARPEN THE SAW	41	01/10/95	1,872,875
SPEED OF TRUST DIGITAL COACH	9 42	01/31/17	5,134,222
STRIKINGLY DIFFERENT	16 41	07/10/18	5,511,321
SYNERGIZE	41	11/15/94	1,862,827
SYNERGIZE	9 16	06/21/16	4,980,725
THINK WIN-WIN	41	12/18/07	3,355,784
THINK WIN-WIN	41	12/18/07	3,354,835
THINK WIN-WIN	9 16	01/31/17	5,131,346
TIME MATRIX, THE	16	01/27/15	4,679,266

Time Matrix/4 Quadrants (Stylized logo)	9	06/14/16	4,978,586
Time Matrix/4 Quadrants (Stylized logo)	16 41	09/29/15	4,820,597
TQ	9 16 35 41	12/19/17	5,357,473
TRUST QUOTIENT	9 16 35 41	12/19/17	5,357,474
ULTIMATE COMPETITIVE ADVANTAGE, THE	9 16 35 41	05/13/14	4,530,224
UNCONSCIOUS BIAS: UNDERSTANDING BIAS TO UNLEASH POTENTIAL	41	09/07/21	6,474,106
UNLEASH YOUR TEAM'S POTENTIAL THROUGH COACHING	16 41	06/04/19	5,770,665
UNLEASHING TALENT	16	06/26/12	4,163,333
WE ENABLE GREATNESS	41	06/13/17	5,221,107
We Enable Greatness in People and Organizations Everywhere	41	11/15/16	5,082,241
WIG	16 41	12/31/13	4,457,409
WILDLY IMPORTANT GOAL	41	03/17/15	4,704,157
WILDLY IMPORTANT GOALS	9	03/07/17	5,156,617
WILDLY IMPORTANT GOALS	16	11/15/16	5,082,305
WINNING CUSTOMER LOYALTY	35	07/12/11	3,994,300
WINNING CUSTOMER LOYALTY	41	07/05/11	3,990,418
WRITING ADVANTAGE	16	01/23/96	1,951,968
WRITING ADVANTAGE	41	08/14/18	5,539,929
xQ	16	11/25/03	2,786,981
xQ	35	08/05/08	3,480,281

US Copyrights

COPYRIGHTS	MEDIUM	REGISTERED	DATE OF FIRST PUBLICATION	REG NO.
3RD ALTERNATIVE, THE	BOOK	11/23/11	10/04/11	TX0007454996
4 DISCIPLINES OF EXECUTION, THE	BOOK	05/11/12	04/24/12	TX0007536293
4 DISCIPLINES OF EXECUTION, THE (AUDIO)	SOUND REC	05/15/13	10/03/13	SR0000722059
4 DISCIPLINES OF EXECUTION, THE (E BOOK)	TEXT	08/29/12	04/24/12	TX0007607893
4 DISCIPLINES OF EXECUTION, THE (IMPLEMENTATION VIDEOS)	MOTION PICTURE	05/20/13	10/03/12	PA0001845653
4 DISCIPLINES OF EXECUTION, THE (MANAGER CERTIFICATION GUIDE AND RESOURCE MATERIALS)	LITERARY WORK	05/15/13	10/03/12	TX0007744566
4 DISCIPLINES OF EXECUTION, THE (S&S 3)	SOUND REC	08/29/12	04/24/12	SR0000709299

disk Audio)				
4 DISCIPLINES OF EXECUTION, THE (SINGLE CD Audio)	SOUND REC	07/02/12	05/01/07	SR0000703658
4 ESSENTIAL ROLES OF LEADERSHIP (DVD)	VIDEO	04/05/18	01/31/18	PA0002127640
4 ESSENTIAL ROLES OF LEADERSHIP (Manual, Guidebook, Cards)	TEXT	04/03/18	10/17/17	TX0008676564
5 CHOICES (Book)	BOOK	01/08/15	12/30/14	TX0008001891
5 CHOICES (CDs)	AUDIO	04/20/15	12/30/14	SR0000759666
5 CHOICES TO EXTRAORDINARY PRODUCTIVITY, THE (PARTICIPANT MANUAL)	TEXT	06/08/12	09/12/11	TX0007553332
5 CHOICES VIDEO DVD	MOTION PICTURE	06/08/12	09/12/11	PA0001803014
6 CRITICAL PRACTICES (DVD)	VIDEO	04/05/18	02/26/18	PA0002116280
6 CRITICAL PRACTICES (Manual)	TEXT	04/03/18	02/26/18	TX0008585124
6 MOST IMPORTANT DECISIONS YOU'LL EVER MAKE, THE	BOOK	10/10/06	10/03/06	TX0006434958
6 MOST IMPORTANT DECISIONS YOU'LL EVER MAKE, THE (personal workbook)	BOOK	01/13/09	12/30/08	TX0006921492
6 MOST IMPORTANT DECISIONS YOU'LL EVER MAKE, THE (UNABRIDGED AUDIO 4&5CDs)	AUDIO	12/07/17	08/01/06	SR0000813733
7 HABITS FOR MANAGERS (Audio CD)	AUDIO	03/10/15	12/31/05	SR0000766389
7 HABITS FOR MANAGERS (DVD Videos) 2.0	VIDEO	09/03/15	04/30/15	PA0001982828
7 HABITS FOR MANAGERS (Participant Manual & Participant Guide) 2.0	LITERARY WORK	09/01/15	04/30/15	TX0008203163
7 HABITS FOR MANAGERS (Participant Manual)	MANUAL	03/09/15	12/31/05	TX0008032030
7 HABITS FOR TEENS JOURNAL, THE	BOOK	09/17/02	08/06/02	TX0005926407
7 HABITS IMPLEMENTATION COACHING YOUR TEAM TO HIGHER PERFORMANCE	MANUAL	12/21/16	03/24/14	TX0008532889
7 HABITS INSIGHTS (Audio CD) 2.0 (FOR MANAGERS)	AUDIO	09/11/15	04/30/15	SR0000770603
7 HABITS MAXIMIZER (Manual)	MANUAL	03/09/15	12/31/05	TX0008031921
7 HABITS OF HAPPY KIDS, THE	BOOK	11/07/08	09/16/08	TX0006909847
7 HABITS OF HAPPY KIDS, THE (A PLACE OR EVERYTHING)	BOOK	06/03/10	05/18/10	TX0007185735
7 HABITS OF HAPPY KIDS, THE (Just the way I am)	BOOK	09/28/09	09/08/09	TX0007049916
7 HABITS OF HAPPY KIDS, THE (UNABRIDGED AUDIO)	AUDIO	01/01/09	09/16/08	SR0000621231
7 HABITS OF HAPPY KIDS, THE (WHEN I GROW UP)	BOOK	09/28/09	09/08/09	TX0007055985

7 HABITS OF HIGHLY EFFECTIVE COLLEGE STUDENTS 2nd Edition (red)	MANUAL	09/25/19	09/05/18	TX0008811301
7 HABITS OF HIGHLY EFFECTIVE COLLEGE STUDENTS ESSENTIALS 2nd Edition (blue)	MANUAL	09/25/19	09/05/18	TX0008804198
7 HABITS OF HIGHLY EFFECTIVE FAMILIES: BUILDING A BEAUTIFUL FAMILY	BOOK	11/26/97	08/27/97	TX0004683996
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM & LSOT & 7HHEP DVD	Compilation	01/25/11	02/12/05	TX0007325925
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM 3.0 (DVD)		03/10/15	12/31/05	PA0001951923
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM 3.0 (Participant CD)	AUDIO	03/10/15	12/31/05	SR000805-46
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM 3.0 (Participant Manual)	MANUAL	03/09/15	12/31/05	TX0008033888
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM 4.0 (DVDs)		11/26/14	03/01/14	PA001396122
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM 4.0 (Participant Manual)	MANUAL	07/13/15	03/01/14	TX0008061995
7 HABITS OF HIGHLY EFFECTIVE PEOPLE SIGNATURE PROGRAM, THE (MANUAL, CD & DVD)	SOUND REC	06/19/12	02/01/05	SR0000708873
7 HABITS OF HIGHLY EFFECTIVE PEOPLE, THE (AUDIO OF BOOK)	AUDIO	06/29/00	11/01/99	TX0005257785
7 HABITS OF HIGHLY EFFECTIVE PEOPLE, THE (PERSONAL WORKBOOK)	WORKBOOK	02/02/04	12/02/03	TX0005906302
7 HABITS OF HIGHLY EFFECTIVE TEENS	BOOK	03/22/99	09/15/98	TX0004950277
7 HABITS OF HIGHLY EFFECTIVE TEENS	SOUND REC	07/25/01	05/16/01	SR0000295309
7 HABITS OF HIGHLY EFFECTIVE TEENS (personal workbook)	WORKBOOK	02/14/05	03/02/04	TX0006086702
7 HABITS OF HIGHLY EFFECTIVE TEENS CASSETTE (ABRIDGED)	CASSETTE	07/25/01	09/14/98	TX0005347184
7 HABITS OF HIGHLY EFFECTIVE TEENS LEADING YOUR LIFE Annotate Teacher's Guide (Leadership Certificate)	MANUAL	12/11/20	10/03/17	TX0009032408
7 HABITS OF HIGHLY EFFECTIVE TEENS Teacher	MANUAL	02/12/21	10/03/17	TX0008940086

Guide				
7 Habits Of Highly Teens Teacher's Guide (missing: EFFECTIVE)	MANUAL	12/18/19	10/03/17	TX0008902077
7 HABITS ON THE INSIDE, THE (PG 48 ABOUT THE AUTHOR)	PAMPHLET	03/19/12	01/01/11	TX0007529513
7, LIVING THE 7 HABITS: STORIES OF COURAGE AND INSPIRATION BOOK	BOOK	07/07/99	06/15/99	TX0005014373
7, LIVING THE 7 HABITS: STORIES OF COURAGE AND INSPIRATION CD-ROM	CD-ROM	11/20/00	06/01/99	TX0005318440
8 HABIT, THE (GRAPHS AND CHARTS)	TEXT	06/07/07	11/09/04	TX0006583987
8TH HABIT, THE	AUDIO	11/18/04	11/01/04	SR0000362055
8TH HABIT, THE	AUDIO	11/18/04	11/01/04	TX0006103799
8TH HABIT, THE (PERSONAL WORKBOOK)	BOOK	08/31/06	09/13/06	TX0006514129
A PRETTY CLOSE SECOND	VIDEO	02/06/95	03/30/94	PA0000742796
ACTION PLANNING GUIDE & 159 OTHER TITLES INCLUDING VIDEOS	RECORDED	07/23/01	2001	V3472D251
ACTION PLANNING GUIDE & 159 OTHER TITLES INCLUDING VIDEOS	RECORDED	07/23/01	2001	V3472 D251 P1-12
ACTION PLANNING GUIDE: SEVEN HABITS PROFILE	MANUAL	11/28/95	12/30/93	TX0004155229
BENJAMIN FRANKLIN: A MAN FOR ALL TIME	CATALOG	04/20/88	03/01/88	TX0002334523
BEN'S BIG PICTURE (7H SUNNYVALE KIDS)	BOOK	12/04/00	10/01/00	VA0001077935
BERLIN WALL, THE A SHIFTING OF PARADIGMS	VIDEO	02/06/95	02/06/95	PA0000745300
BREAKTHROUGH FACTOR SOUND	CASSETTE	11/05/98	09/02/97	TX0004860542
BREAKTHROUGH FACTOR: creating a life of value for success and happiness	BOOK	10/07/98	11/03/97	TX0004865855
BUSINESSTHINK: rules for getting it right now, and no matter what	BOOK	07/03/02	04/09/02	TX0005563855
BUSY BUSY BUSY 7H MANAGER VIDEO	VIDEO	03/20/06	2005	PAU003043987
CHANGE ELEMENT	Manual & card	1/18/2018	12-00-2009	TX0008579249
CHANGE How to Turn Uncertainty Into Opportunity	Facilitator Manual	6/7/2022	11/08/21	TX0009129173
CHANGE How to Turn Uncertainty Into Opportunity	Participant Manual & Cards	6/7/2022	11/08/21	TX0009129786
CLOSING THE SALE (HELPING CLIENTS SUCCEED) (Program Videos DVD)	VIDEO	12/08/17	00-00-13	PA0002101883
CLOSING THE SALE (Participant Manual & Cards)	MANUAL	05/20/15	06/06/14	TX0008124019
CLOSING THE SALE (Thumb Drive)	VIDEO	05/26/15	06/06/04	PA0001950995
CREATE A SHARED VISION AND STRATEGY	MANUAL	06/06/19	12/13/18	TX0008764826
CUTTING EDGE - VOL 1 NO	LITERARY WORK	02/08/88	09/01/85	TX0002298210

1 Helping You Reach Your Optimum Level of Personal Productivity				
CUTTING EDGE - VOL 1 NO 1 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	01/01/86	TX0002298217
CUTTING EDGE - VOL 1 NO 2 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/11/88	01/01/86	TX0002262482
CUTTING EDGE - VOL 1 NO 3 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	03/01/86	TX0002265930
CUTTING EDGE - VOL 1 NO 4 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	05/01/86	TX0002265929
CUTTING EDGE - VOL 1 NO 4 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	07/01/86	TX0002245044
CUTTING EDGE - VOL 1 NO 6 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	10/01/86	TX0002298209
CUTTING EDGE - VOL 2 NO 1 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/10/88	01/01/87	TX0002291945
CUTTING EDGE - VOL 2 NO 2 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/10/88	03/01/87	TX0002250126
CUTTING EDGE - VOL 2 NO 3 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/17/88	05/01/87	TX0002249753
CUTTING EDGE - VOL 2 NO 4 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/10/88	07/01/87	TX0002291949
CUTTING EDGE - VOL 2 NO 5 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/10/88	09/01/87	TX0002254035
CUTTING EDGE - VOL 2 NO 6 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	11/01/87	TX0002259025
CUTTING EDGE - VOL 3 NO 1 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	01/01/88	TX0002246842
CUTTING EDGE - VOL 3 NO 2 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	07/01/88	03/01/88	TX0002402004
CUTTING EDGE - VOL 3 NO 3 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	07/06/88	05/01/88	TX0002342839
CUTTING EDGE - VOL 3 NO 4 Helping You Reach Your	LITERARY WORK	10/14/88	01/01/88	TX0002432494

Optimum Level of Personal Productivity				
DAILY REFLECTIONS FOR HIGHLY EFFECTIVE TEENS	BOOK	05/30/00	11/16/99	TX0005220652
DIRECT REPORT/PEER BOOKLET: SEVEN HABITS PROFILE	BOOKLET	11/28/95	13/31/93	TX0004153817
DISCOVERY OF CHARACTER	VIDEO	02/06/95	13/30/93	PA0000742798
CUTTING EDGE - VOL 1 NO 4 Helping You Reach Your Optimum Level of Personal Productivity	LITERARY WORK	02/08/88	05/01/86	TX0002265929
EXCELLENCE THROUGH TIME MANAGEMENT	BOOK	05/03/88	04/01/85	TX0002392949
EXECUTE YOUR TEAM'S STRATEGY AND GOALS	MANUAL	06/06/19	04/07/17	TX0008764803
FILLING YOUR PIPELINE (HELPING CLIENTS SUCCEED) (Program Videos DVD)	VIDEO	12/08/17	00-00-13	PA0002099129
FILLING YOUR PIPELINE (Participant Manual & Cards)	MANUAL	05/18/15	07/10/13	TX0008194141
Find Out Why: The Key to Successful Innovation (Participant Guide Manual & Cards)	Manual	12/15/17	10/1/2017	TX0008553695
Find Out Why: The Key to Successful Innovation (Program Videos DVD) (WAY)	VIDEO	12/6/2017	9/30/2017	PA0002102085
Find Out Why: The Key to Successful Innovation (Program Videos DVD) supplemental to PA0002102085 (corrected title & address)	VIDEO	4/21/2020	9/30/2017	PA0002249142
FIRST THINGS FIRST	BOOK	08/05/94	02/15/94	TX0003897505
FIRST THINGS FIRST CD-ROM	CD-ROM	06/29/00	11/01/99	TX0005270570
FIRST THINGS FIRST EVERYDAY	CASSETTE	10/23/00	06/01/97	TX0005378804
FIRST THINGS FIRST EVERYDAY: BC WHERE YOU'RE HEADED IS MORE IMPORTANT THAN HOW FAST YOU'RE GOING	BOOK	07/25/01	06/03/97	TX0005362311
FOCUS ON TIME MANAGEMENT SEMINAR	TEXT	03/23/87	05/01/85	TX0002033301
FRANKLIN DAY PLANNER	PLANNER	03/05/84	02/01/84	TX0001298139
FRANKLIN DAY PLANNER - 1988 FILLER	PLANNER	07/05/88	01/04/88	TX0002507416
GAINING CONTROL- YOUR KEY TO FREEDOM AND SUCCESS	BOOK	05/03/88	08/01/87	TX0002392950
GET BETTER 15 proven practices to build effective relationships at work	BOOK	6/17/2018	11/07/17	TX0008596302
GET BETTER cards	Cards	12/6/2017	09/01/17	TX0008726420
GOOSE AND THE GOLDEN EGG VIDEO, THE	VIDEO	02/16/96	04/01/93	PA0000783687

GREAT WORK GREAT CAREER	BOOK	01/04/10	11/01/09	TX0007134150
HYRUM W. SMITH - SEMINAR REVIEW TAPE	CASSETTE	05/18/88	05/05/85	PA0000371086
I KNOW JUST WHAT YOU MEAN	VIDEO	04/28/95	04/30/94	PA0000807928
INSPIRE A CULTURE OF TRUST	MANUAL	06/06/19	12/13/17	TX0008775852
LAW OF THE HARVEST, THE	VIDEO	02/06/95	03/30/93	PA0000745301
LAW OF THE SCHOOL, THE	VIDEO	02/06/95	03/30/93	PA0000742960
LEADER IN ME,THE (1st Edition)	BOOK	12/03/08	11/18/08	TX0006913288
LEADER IN ME,THE (ABRIDGED)	SOUND REC	12/24/08	11/18/08	SR0000622520
LEADER IN ME,THE (Abridged, CD/DVD-Text)	TEXT	12/24/08	11/18/08	TX0007681339
LEADER IN ME,THE (Book 2nd Edition)	TEXT	08/25/14	08/19/14	TX0007941268
LEADERS@CHANGE	Manual & cards	01/18/18	12/31/10	TX0008557823
LEADERSHIP: GREAT LEADERS, GREAT TEAMS, GREAT RESULTS DVD	VIDEO	06/19/12	01/01/06	SR0000712087
LEADERSHIP: GREAT LEADERS, GREAT TEAMS, GREAT RESULTS DVD	VIDEO	07/02/12	02/23/04	PA0001817099
LEADERSHIP: GREAT LEADERS, GREAT TEAMS, GREAT RESULTS PARTICIPANT MANUAL	LITERARY WORK	06/19/12	01/01/06	TX0007557180
LEADING AT THE SPEED OF TRUST (DVD)	VIDEO	06/24/15	01/01/07	PA0001961947
LEADING AT THE SPEED OF TRUST (DVD-text)	TEXT	07/09/12	01/01/07	SR0000710052
LEADING AT THE SPEED OF TRUST (PARTICIPANT MANUAL&CARD SET) 3.0	LITERARY WORK	09/03/15	04/30/15	TX0008155617
LEADING AT THE SPEED OF TRUST (PARTICIPANT MANUAL)	LITERARY WORK	02/05/14	12/31/08	TX0007883118
LEADING CUSTOMER LOYALTY (PARTICIPANT MANUAL)	LITERARY WORK	09/09/16	05/27/16	TX0008436839
LIFE MATTERS: CREATING A DYNAMIC BALANCE OF WORK, FAMILY, TIME AND MONEY	BOOK	09/28/04	03/03/03	TX0006080792
Liz Wiseman's Multipliers Facilitator Guide	Guide	02/24/21	08/10/20	TX0008937797
Liz Wiseman's Multipliers Participant Guide	Manual	02/24/21	08/10/20	TX0008937786
MANAGEMENT MESS TO LEADERSHIP SUCCESS	BOOK	05/17/19	06/18/19	TXU002148088
MANAGING MILLENNIALS	Manual & card	01/18/18	12/31/11	TX0008557827
MASTER MENTORS	BOOK	09/27/21	09/13/21	TX0009093184
MATURITY CONTINUUM MODEL	CARD	02/09/17	12/31/14	VA0002107210
MAURITIUS	VIDEO	02/06/95	06/30/94	PA0000742727
MIDDLE SCHOOL STUDENT'S GUIDE TO ACADEMIC SUCCESS: 12	BOOK	04/22/14	2014	TXU001908273

Conversations for College and Career Readiness (Beat the Middle)				
MILLENNIALS @ WORK	Manual, workbook&card	1/18/2018	12-00-2011	TX0008579252
MISSIONARY DAY PLANNER	PLANNER	09/29/88	01/01/85	TX0002604197
Nobility of Policing (CD)	AUDIO	02/05/18	05/01/10	SR0000823731
Nobility of Policing (DVDs)	SOUND REC/VIDEOS	02/01/18	05/01/10	PA0002140182
Nobility of Policing (Participant & Facilitator Guidebooks & Book)	Manuals & Book	01/18/18	05/01/10	TX0008558141
PERSONAL LEADERSHIP APPLICATION HANDBOOK	HANDBOOK	12/04/95	01/01/95	TX0004172486
PERSPECTIVES ON TRUST: INFLUENCE WITH HONOR	VIDEO	02/06/95	03/30/95	PA0000745299
POWER OF TIME CONTROL - 4 HOUR SEMINAR	CASSETTE	05/17/88	06/12/85	PA0000373988
POWER PRINCIPLE: INFLUENCE WITH HONOR THE	BOOK	12/29/97	05/15/97	TX0004696472
PREDICTABLE RESULTS IN UNPREDICTABLE TIMES BOOK	BOOK	09/02/09	08/07/09	TX0007126632
PRETTY CLOSE SECOND, A	VIDEO	02/06/95	03/30/94	PA0000742796
PROFILE CENTER OPERATING GUIDELINES	GUIDE	11/28/95	06/01/93	TX0004163881
PROJECT MANAGEMENT ESSENTIALS FACILITATOR RESOURCES	TEXT	02/08/13	10/31/12	TX0007669170
PROJECT MANAGEMENT ESSENTIALS TOOLKIT	TEXT	02/08/13	10/31/12	TX0007669149
QII FIREFIGHTERS	VIDEO	02/06/95	06/30/94	PA0000742795
Qualifying Opportunities	DVD	1/9/2018	03/00/14	PA0002114683
QUALIFYING OPPORTUNITIES (Participant Manual & Cards)	MANUAL	05/18/15	03/07/14	TX0008093412
QUICK START GUIDE: SEVEN HABITS ORGANIZER	PLANNER	12/04/95	01/01/93	TX0004168791
SEE-DO-GET CYCLE MODEL card (Text only)	CARD TEXT	02/09/17	12/31/14	VA0002098738
SEVEN HABITS PROFILE: PEER BOOKLET	BOOKLET	12/04/95	12/30/93	TX0004168462
SEVEN HABITS VIDEO ILLUSTRATION FACILITATOR MANUAL INSERTS	INSERTS	11/28/95	1994	TXU000708690
Seven HHEP, THE PARTICIPANT MANUAL SUPPLEMENT	MANUAL	11/28/95	04/01/93	TX0004153816
Seven HHEP: a facilitator manual video based leadership development course	MANUAL	11/27/95	1993	TXU000674329
Seven HHEP:a manual for a video based leadership development course	MANUAL	11/27/95	01/01/91	TX0004162330
SevenHHEP: facilitator transparencies	PAGES	11/27/95	1993	TXU000718852
SPEED OF TRUST	MANUAL	10/08/15	03/31/15	TX0008192223

FOUNDATIONS 3.0 (Participant Manual)				
STRIKINGLY DIFFERENT	MANUALS	05/15/19	05/24/12	TX0008747772
TEN NATURAL LAWS OF SUCCESSFUL TIME AND LIFE MANAGEMENT	AUDIO	03/01/94	12/01/93	SR0000202519
TIME MATRIX MODEL (Text only)	TEXT	11/30/11	09/12/11	TX0007468691
UNCOMMON CENTS- BENJAMIN FRANKLIN'S SECRETS TO ACHIEVING PERSON FINANCIAL SUCCESS	BOOK	10/30/89	10/01/89	TX0002686796
UNCONSCIOUS BIAS- Understanding Bias to Unleash Potential	MANUAL	06/06/19	12/06/18	TX0008760766
UNLEASH YOUR TEAM'S POTENTIAL THROUGH COACHING	MANUAL	06/06/19	04/07/17	TX0008764798
UNLOCKING POTENTIAL: 7 COACHING SKILLS THAT TRANSFORM INDIVIDUALS, TEAMS, & ORGANIZATIONS	TEXT	09/17/14	08/12/14	TX0007942899
UNWIND!: 7 PRINCIPLES FOR A STRESS-FREE LIFE	TEXT	02/27/15	08/05/14	TX0006250407
UNWIND!: 7 PRINCIPLES FOR A STRESS-FREE LIFE (GrandHarbor correcting Address 12/13/16)	TEXT	03/02/15	08/05/14	TX0007983167
WEBINAR MANIFESTO, THE	BOOK	03/31/14	10/30/12	TX0007816030
WHAT MATTERS MOST	AUDIO	04/19/01	10/01/00	TX0005346727
WHAT MATTERS MOST: THE POWER OF LIVING YOUR VALUES	AUDIO	04/19/01	10/01/00	SR0000295293
WHAT MATTERS MOST: THE POWER OF LIVING YOUR VALUES	BOOK	11/20/00	09/12/00	TX0005306160
WISDOM AND TEACHINGS OF STEPHEN R COVEY (THE) BOOK	TEXT	11/19/12	11/13/12	TX0007633026
WORKING AT THE SPEED OF TRUST (PARTICIPANT MANUAL)	LITERARY WORK	02/05/14	12/31/06	TX0007837741

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 27, 2023 EXECUTED BY FRANKLIN COVEY CO., A UTAH CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, FRANKLIN COVEY CO., a Utah corporation (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of March 27, 2023 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on March _____, 2023.

FRANKLIN COVEY CO.

By: _____
Stephen D. Young
Executive Vice President, Chief Financial
Officer and Corporate Secretary

Signature Page to
IP Assignment