

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811540

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TALOGY LLC		05/17/2023	Limited Liability Company: DELAWARE
TALOGY, INC.		05/17/2023	Corporation: NEW JERSEY
GMETRIX LLC		05/17/2023	Limited Liability Company: UTAH
PERFORMANCE ASSESSMENT NETWORK, INC.		05/17/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	c/o MidCap Financial Services LLC, as Servicer, 7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97839162	GMETRIX	
<b>Serial Number:</b>	97687214	PAN A PSI BUSINESS	
<b>Registration Number:</b>	6278616	SOLVABLY	
<b>Registration Number:</b>	6981833	AIM LEARNING SYSTEM ASSESSMENT INSIGHT M	
<b>Registration Number:</b>	6799115	TALOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8662271809		
<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>			
<b>Phone:</b>	800-927-9801 x62348		
<b>Email:</b>	pagodoa@gmail.com		
<b>Correspondent Name:</b>	CSC Global		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW, Suite 430		

CH \$140.00 97839162

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	884 (CSC1 ref#-1215897)
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	05/18/2023
<b>Total Attachments: 5</b> source=884 (TM TALOGY LLC ET AL)#page1.tif source=884 (TM TALOGY LLC ET AL)#page2.tif source=884 (TM TALOGY LLC ET AL)#page3.tif source=884 (TM TALOGY LLC ET AL)#page4.tif source=884 (TM TALOGY LLC ET AL)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of May 17, 2023 (this “**Trademark Security Agreement**”), by each of the undersigned grantors (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, the Grantors are party to a Security Agreement dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to extend credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

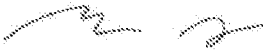
**TALOGY, LLC  
TALOGY, INC.  
GMETRIX LLC  
PERFORMANCE ASSESSMENT NETWORK, INC.**

By:   
Name: Paul Dean  
Title: Chief Financial Officer and Treasurer

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent and Collateral Agent

By: Apollo Capital Management, L.P., its investment  
manager

By: Apollo Capital Management GP, LLC, its general  
partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

**Schedule I  
Trademark Registrations and Applications**

**Registrations and Applications:**

<b>Mark Name</b>	<b>Owner</b>	<b>Application No.</b>	<b>Registration No.</b>
GMETRIX	GMetrix LLC	97/839162	
PAN A PSI BUSINESS	Performance Assessment Network, Inc.	97/687214	
SOLVABLY	Talogy, Inc.	88/509111	6278616
AIM LEARNING SYSTEM ASSESSMENT INSIGHT MASTERY	Talogy, LLC	90/845880	6981833
TALOGY	Talogy, LLC	90/798702	6799115