

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEO COACHING INTERNATIONAL, LLC		06/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, as collateral agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6890615	MAKING BIG HAPPEN	
Registration Number:	6890616	MADE BIG HAPPEN	
Registration Number:	5653460	CEO COACHING INTERNATIONAL	
Registration Number:	5333769	CRYSTAL BALL EXERCISE	
Registration Number:	5120891	MAKE BIG HAPPEN	
Registration Number:	4895381	HEALTHY BUSINESS, HEALTHY LIFE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332779-124		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	06/28/2023		

CH \$165.00 6890615

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by CEO COACHING INTERNATIONAL, LLC, a Delaware limited liability company (the “Grantor”), in favor of EAST WEST BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement (as hereinafter defined)).

Reference is made to that certain Credit Agreement dated as of the date hereof among Grantor, the Guarantors identified therein, the Lenders identified therein, East West Bank, as administrative agent and collateral agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Security and Pledge Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Agent, for the benefit of the Secured Parties.

The Agent and the Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Agent and the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Agent and the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement***. The security interests granted to the Agent, for the benefit of the Secured Parties, herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to its choice of law rules).

SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

CEO COACHING INTERNATIONAL, LLC,
a Delaware limited liability company

DocuSigned by:


Mark Moses

By:

Name: Mark Moses

Title: Chief Executive Officer

Schedule I

#	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/ Applicant
1.	MAKING BIG HAPPEN	90642375	4/13/2021	6890615	11/1/2022	Registered	CEO Coaching International, LLC (Delaware)
2.	MADE BIG HAPPEN	90642378	4/13/2021	6890616	11/1/2022	Registered	CEO Coaching International, LLC (Delaware)
3.	 CEO COACHING INTERNATIONAL	87872455	4/11/2018	5653460	1/15/2019	Registered	CEO Coaching International, LLC (California)
4.	CRYSTAL BALL EXERCISE	87365271	3/9/2017	5333769	11/14/2017	Registered	CEO Coaching International, LLC (California)
5.	MAKE BIG HAPPEN	86834511	11/30/2015	5120891	1/10/2017	Registered	Mark Moses
6.	HEALTHY BUSINESS, HEALTHY LIFE	86677547	6/29/2015	4895381	2/2/2016	Registered	Sheldon Harris

TRADEMARK

REEL: 008114 FRAME: 0702

RECORDED: 06/28/2023