

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
All About People, LLC		08/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TTGA SBIC Pioneer Fund I, LP		
<b>Street Address:</b>	201 East 5th Street, Suite 2310		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4681190	ALL ABOUT PEOPLE	
<b>Registration Number:</b>	6285007	PEOPLEED	
<b>Registration Number:</b>	5951470	PEOPLEMED	
<b>Registration Number:</b>	6008957	TATE CHARLES	
<b>Registration Number:</b>	6008948	DELANE LEIGH	
<b>Registration Number:</b>	3305683	ALL ABOUT PEOPLE	
<b>Registration Number:</b>	6439510	THE PARADIGM LAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	2024678800		
<b>Email:</b>	mcgoodwin@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLaw@Vorys		
<b>Address Line 4:</b>	Columbus, OHIO 43216		
<b>NAME OF SUBMITTER:</b>	Michelle Goodwin		
<b>SIGNATURE:</b>	/Michelle Goodwin/		
<b>DATE SIGNED:</b>	08/08/2023		

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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 7, 2023 (the “Effective Date”) and to be effective at all time on and after the consummation of the Acquisition, is entered into by and between (i) **ALL ABOUT PEOPLE, LLC**, a Delaware limited liability company (“Grantor”) and successor by conversion to All About People, Inc., an Arizona corporation, whose principal place of business and mailing address is 4422 E. Indian School Rd., Phoenix Arizona 85018, and (ii) **TTGA SBIC PIONEER FUND I, LP**, a Delaware limited partnership (“Secured Creditor”), having an office at 201 East 5th Street, Suite 2310, Cincinnati, Ohio 45202, and is as follows:

**WITNESSETH**

This Agreement is executed in connection with (i) the Security Agreement, dated as of the Effective Date, by and between Grantor, the other “Grantors” (as defined therein) from time to time party thereto and Secured Creditor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) the Credit Agreement, dated as of the Effective Date, by between Grantor, the other Borrowers (as defined therein) from time to time party thereto and Secured Creditor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Security Agreement or the Credit Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and, as applicable, re-grants to Secured Creditor a continuing security interest in and to, and Lien on, all of Grantor’s right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the “Trademark Collateral”):

- (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”);
- (b) all renewals of each of the Trademarks;
- (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;
- (d) all rights to sue for past, present and future infringements of any and all Trademarks;
- (e) all rights corresponding to each of the Trademarks throughout the world;
- (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;
- (g) together, in each case, with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; *provided that*, upon the earlier of (x) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) and (y) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d) (or any successor provision), such Intent to Use Applications and the resulting registration shall automatically be considered Trademark Collateral.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Grantor hereby irrevocably authorizes Secured Creditor to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED CREDITOR AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Creditor’s Lien on, the Collateral (as defined in the Security Agreement), or any of Secured Creditor’s rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement applicable to the Collateral are hereby incorporated into this Agreement *mutatis mutandis* and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be “Collateral” for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held

by, Secured Creditor under the Security Agreement or any other Loan Document, which security interests and other Liens, Grantor, by this Agreement, acknowledges, reaffirms and confirms to Secured Creditor.

If there is any conflict, ambiguity, or inconsistency, in Secured Creditor's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Creditor's judgment exercised in good faith, providing Secured Creditor with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

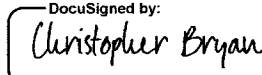
*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

**GRANTOR:**

**ALL ABOUT PEOPLE, LLC,**  
a Delaware limited liability company

By: Golden Palm Management 2 LLC  
Its: Manager

By:   
Name: Christopher Bryan  
Title: Manager

**SECURED CREDITOR:**

**TTGA SBIC PIONEER FUND I, LP,**  
a Delaware limited partnership

By: TTGA SBIC PIONEER GP, LLC,  
a Delaware limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: David J. Williams  
Title: Managing Member

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the Effective Date, to be effective at all times on and after the consummation of the Acquisition.

**GRANTOR:**

**ALL ABOUT PEOPLE, LLC,**  
a Delaware limited liability company

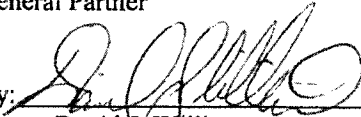
By: Golden Palm Management 2 LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Christopher Bryan  
Title: Manager

**SECURED CREDITOR:**

**TTGA SBIC PIONEER FUND I, LP,**  
a Delaware limited partnership

By: TTGA SBIC PIONEER GP, LLC,  
a Delaware limited liability company  
Its: General Partner

By:   
Name: David I. Williams  
Title: Managing Member

**SCHEDULE I**

**TRADEMARKS**

**U.S. Trademarks**

Owner: All About People LLC, a Delaware limited liability company and successor by conversion to All About People, Inc., an Arizona corporation

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
	86300336	June 4, 2014	4681190	February 3, 2015
<b>PeopleEd</b>	90026994	June 29, 2020	6285007	March 2, 2021
<b>PEOPLEMED</b>	88211979	November 30, 2018	5951470	December 31, 2019
<b>TATE CHARLES</b>	88214228	December 3, 2018	6008957	March 10, 2020
<b>DELANE LEIGH</b>	88210659	November 29, 2018	6008948	March 10, 2020
<b>ALL ABOUT PEOPLE</b>	77064200	December 14, 2006	3305683	October 9, 2007
<b>THE PARADIGM LAB</b>	90299113	November 4, 2020	6439510	August 3, 2021