

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement to Notice of Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARTNERS IN LEADERSHIP IP, LLC		09/25/2023	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent		
<b>Street Address:</b>	311 South Wacker Dr.		
<b>Internal Address:</b>	Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2279204	COUNTDOWN	
<b>Registration Number:</b>	3457354	DISCOVERY MAP	
<b>Registration Number:</b>	2114267	DISCOVERY MAPS	
<b>Registration Number:</b>	2917404	IMPACT5 THE BUSINESS OF LEADERSHIP GAME	
<b>Registration Number:</b>	3370900	MOSAIC: THE ART OF TALENT LEADERSHIP	
<b>Registration Number:</b>	1721183	NEON BUZZ	
<b>Registration Number:</b>	1997808	PARADIGM LEARNING	
<b>Registration Number:</b>	3102155	RIGHT TURNS: CHANGE IN ACTION	
<b>Registration Number:</b>	6456995	THE CULTURE EQUATION	
<b>Registration Number:</b>	2763531	ZODIAK	
<b>Registration Number:</b>	4686588	ZODIAK	
<b>Registration Number:</b>	4156516	Z	
<b>Registration Number:</b>	5299292	ZPLUS ONLINE	
<b>Registration Number:</b>	5299293	ZPLUS ONLINE	
<b>Registration Number:</b>	6598895	ZODIAK PRO	
<b>CORRESPONDENCE DATA</b>			

CH \$390.00 2279204

**Fax Number:** 3126095005

***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.***

**Email:** hmill@vedderprice.com

**Correspondent Name:** Holly Miller

**Address Line 1:** 222 North LaSalle Street - 24th Floor

**Address Line 2:** Vedder Price P.C.

**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	36942.00.0030/Hemmer
--------------------------------	----------------------

<b>NAME OF SUBMITTER:</b>	Holly Miller
---------------------------	--------------

<b>SIGNATURE:</b>	/Holly Miller/
-------------------	----------------

<b>DATE SIGNED:</b>	09/26/2023
---------------------	------------

**Total Attachments: 5**

source=Monroe\_PIL - Supplement to Notice of Grant of Security Interest(62883970.1)#page1.tif

source=Monroe\_PIL - Supplement to Notice of Grant of Security Interest(62883970.1)#page2.tif

source=Monroe\_PIL - Supplement to Notice of Grant of Security Interest(62883970.1)#page3.tif

source=Monroe\_PIL - Supplement to Notice of Grant of Security Interest(62883970.1)#page4.tif

source=Monroe\_PIL - Supplement to Notice of Grant of Security Interest(62883970.1)#page5.tif

## **SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This Supplement to that certain Notice of Grant of Security Interest in Trademarks (“Supplement”), dated as of September 25, 2023, is entered into by and among **PARTNERS IN LEADERSHIP IP, LLC**, a Nevada limited liability company (the “Pledgor”) and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

### **BACKGROUND**

This Supplement is being delivered in connection with (i) that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) dated as of September 15, 2015, by and among the Pledgor, **PARTNERS IN LEADERSHIP INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“Intermediate Holdings”), **PARTNERS IN LEADERSHIP, LLC**, a California limited liability company (“PIL” and together with the Pledgor and Intermediate Holdings, collectively, the “Borrowers”), the Lenders party thereto and Administrative Agent, (ii) that certain Guaranty and Collateral Agreement (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) dated as of September 15, 2015, by the Pledgor, the Borrowers, **PARTNERS IN LEADERSHIP HOLDINGS, LLC**, a Delaware limited liability company (“Holdings” and collectively with the Borrower, the “Loan Parties”) in favor of Administrative Agent, for the benefit of the Administrative Agent and the Lenders and (to the extent provided in Security Agreement) their Affiliates, and (iii) that certain Notice of Grant of Security Interest in Trademarks, dated as of September 15, 2015, by the grantors party thereto in favor of Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

A. Pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Loan Parties agreed, among other things, to grant a security interest to Administrative Agent in certain trademarks as security for such loans and other obligations.

B. Pursuant to that certain Trademark Assignment, dated as of September 12, 2023, by and between PIL and the Pledgor, the Pledgor has acquired certain trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the “Additional Trademarks”).

C. The Pledgor and Administrative Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Administrative Agent’s lien on and security interest in the Additional Trademarks for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and

adequacy of which are hereby acknowledged, the Pledgor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the Security Agreement, the Trademark Security Agreement and the other Loan Documents (as defined in the Credit Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations (as defined in the Credit Agreement) of the Pledgor and the other Loan Parties, the Pledgor grants a lien and security interest to Administrative Agent, for the benefit of the Administrative Agent and the Lenders and (to the extent provided in Security Agreement) their Affiliates in all of its present and future right, title and interest in and to the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. The Pledgor acknowledges and confirms that the rights and remedies of Administrative Agent, for the benefit of the Administrative Agent and the Lenders and (to the extent provided in Security Agreement) their Affiliates with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement, the Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule I to the Trademark Security Agreement is hereby supplemented by the information contained on Schedule A attached hereto. All references to Schedule I contained in the Credit Agreement, the Security Agreement, the Trademark Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A.


4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement, the Security Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of 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 by facsimile or PDF shall also bind the parties hereto.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**PARTNERS IN LEADERSHIP IP, LLC**

By:  .....

Name: Joseph T. Terry

Title: Chief Executive Officer

Signature Page to Supplement to Notice of Grant of Security Interest in Trademarks

VP:#62788354.

**TRADEMARK**  
**REEL: 008209 FRAME: 0954**

**[SIGNATURES CONTINUED FROM PERVIOUS PAGE]**

Acknowledged and accepted:

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,**  
as Administrative Agent


By: *Andrés Bañuelos*  
Andrés Bañuelos  
Vice President

Signature Page to Supplement to Notice of Grant of Security Interest in Trademarks

VP/#62788354

**TRADEMARK**  
**REEL: 008209 FRAME: 0955**

**SCHEDULE A**  
LIST OF ADDITIONAL REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Trademark</b>	<b>International Class</b>	<b>Registration No.</b>
Partners in Leadership IP, LLC	COUNTDOWN	41	U.S. No. 2279204
Partners in Leadership IP, LLC	DISCOVERY MAP	35	U.S. No. 3457354
Partners in Leadership IP, LLC	DISCOVERY MAPS	35	U.S. No. 2114267
Partners in Leadership IP, LLC	IMPACT5 THE BUSINESS OF LEADERSHIP GAME	41	U.S. No. 2917404
Partners in Leadership IP, LLC	MOSAIC: THE ART OF TALENT LEADERSHIP	41	U.S. No. 3370900
Partners in Leadership IP, LLC	NEON BUZZ	41	U.S. No. 1721183
Partners in Leadership IP, LLC	PARADIGM LEARNING	41	U.S. No. 1997808
Partners in Leadership IP, LLC	RIGHT TURNS: CHANGE IN ACTION	41	U.S. No. 3102155
Partners in Leadership IP, LLC	THE CULTURE EQUATION	35	U.S. No. 6456995
Partners in Leadership IP, LLC	ZODIAK	28	U.S. No. 2763531
Partners in Leadership IP, LLC	ZODIAK	16	U.S. No. 4686588
Partners in Leadership IP, LLC	ZODIAK	16	IR No. 1106489
Partners in Leadership IP, LLC		28	U.S. No. 4156516
Partners in Leadership IP, LLC	ZPLUS ONLINE	42	U.S. No. 5299292
Partners in Leadership IP, LLC	<b>ZPLUS</b> ONLINE	42	U.S. No. 5299293
Partners in Leadership IP, LLC	ZODIAK PRO	42	U.S. No. 6598895
Partners in Leadership IP, LLC	ZODIAK: THE GAME OF BUSINESS FINANCE AND STRATEGY	16	Australia No. 1592289