

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854733

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Integrity Solutions, LLC		11/20/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Oak Banking Company, as Administrative Agent		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5339479	INTEGRITY SELLING	
<b>Registration Number:</b>	4399980	INTEGRITY LEADERSHIP	
<b>Registration Number:</b>	3950457	INTEGRITY COACHING	
<b>Registration Number:</b>	3616602	INTEGRITY SOLUTIONS	
<b>Registration Number:</b>	3135737	INTEGRITY SOLUTIONS	
<b>Registration Number:</b>	2728206	INTEGRITY SERVICE	
<b>Registration Number:</b>	2725996	INTEGRITY SERVICE	
<b>Registration Number:</b>	2744842	INTEGRITY CENTRAL	
<b>Registration Number:</b>	2653453	TALKER DOER SUPPORTOR CONTROLLER	
<b>Registration Number:</b>	2563432	AID, INC.	
<b>Registration Number:</b>	2558407	MANAGING GOAL ACHIEVEMENT	
<b>Registration Number:</b>	2484987	BEHAVIOR STYLES	
<b>Registration Number:</b>	2373745	INTEGRITY COACHING	
<b>Registration Number:</b>	2363163	INTEGRITY COACHING	
<b>Registration Number:</b>	1660160	PAIDINC	
<b>Registration Number:</b>	1599308	MANAGING GOAL ACHIEVEMENT	
<b>Registration Number:</b>	1563884	MANAGING GOAL ACHIEVEMENT	
<b>Registration Number:</b>	1492647	THE CUSTOMER	
<b>Registration Number:</b>	1421024	AIDINC	

OP \$590.00 5339479

Property Type	Number	Word Mark
Registration Number:	1421492	AIDINC
Registration Number:	1424814	INTEGRITY SELLING
Registration Number:	1424332	INTEGRITY SELLING
Registration Number:	4544665	INTEGRITY PRESENTATION

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	8275.016
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	11/20/2023

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 20, 2023, is entered into by INTEGRITY SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of LIVE OAK BANKING COMPANY, in its capacity as Administrative Agent under the Credit Agreement described below ("Administrative Agent").

### WITNESSETH

WHEREAS, the Grantor, Administrative Agent and Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the Loans and other financial accommodations to be made to the Grantor, as a Borrower thereunder, by the Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Administrative Agent and the Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, the Grantor, certain affiliates of the Grantor and Administrative Agent have entered into a certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as the same may be amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for its benefit and the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Security Agreement. The security interests granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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 and provisions of which are incorporated by reference as if fully set forth herein. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's entire

right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. New Trademarks; Authorization to Supplement. As of the date hereof, the Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by the Grantor.

4. If, before the termination of the Revolving Loan Commitment and payment in full (other than with respect to contingent indemnification and cost reimbursement obligations for which a claim has not been made) of all Obligations and, to the extent required by Administrative Agent in its sole discretion, the expiration, termination or cash collateralization (to the reasonable satisfaction of Administrative Agent) of all Swap Contracts and all obligations, liabilities and indebtedness in respect of Bank Products in each case secured, in whole or in part, by any Collateral, the Grantor shall (i) become aware of any existing federally registered Trademarks of which the Grantor has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and the Grantor shall give to Administrative Agent prompt written notice thereof. The Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE

BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PARTY BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file (e.g. e-mail transmission of a .pdf 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, the Grantor has duly executed this Agreement as of the date first written above.

**INTEGRITY SOLUTIONS, LLC**, a Delaware limited liability company

DocuSigned by:

*Michael Esterday*

By: \_\_\_\_\_

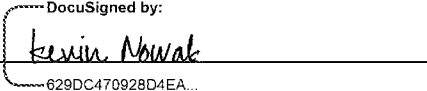
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Name: Michael Esterday

Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**LIVE OAK BANKING COMPANY,**  
as Administrative Agent

By:  DocuSigned by:  
Kevin Nowak  
629DC470928D4EA...

Name: Kevin Nowak  
Title: SVP – Sponsor Finance

**SCHEDULE 1**

**TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
INTEGRITY SOLUTIONS, LLC	INTEGRITY SELLING	United States	Registered	87423124	5339479	21-NOV-2017
INTEGRITY SOLUTIONS, LLC	INTEGRITY LEADERSHIP	United States	Registered	85842567	4399980	10-SEP-2013
INTEGRITY SOLUTIONS, LLC	INTEGRITY COACHING	United States	Registered	85107302	3950457	26-APR-2011
INTEGRITY SOLUTIONS, LLC	INTEGRITY SOLUTIONS	United States	Registered	77172025	3616602	05-MAY-2009
INTEGRITY SOLUTIONS, LLC	INTEGRITY SOLUTIONS	United States	Registered	78714737	3135737	29-AUG-2006
INTEGRITY SOLUTIONS, LLC	INTEGRITY SERVICE	United States	Registered	78097051	2728206	17-JUN-2003
INTEGRITY SOLUTIONS, LLC	INTEGRITY SERVICE	United States	Registered	78097058	2725996	10-JUN-2003
INTEGRITY SOLUTIONS, LLC	INTEGRITY CENTRAL	United States	Registered	78043702	2744842	29-JUL-2003
INTEGRITY SOLUTIONS, LLC	TALKER DOER SUPPORTER CONTROLLER	United States	Registered	76187409	2653453	26-NOV-2002



Owner	Trademark	Country	Status	Serial No.	Registration No.	Registration Date
INTEGRITY SOLUTIONS, LLC	AID, INC.	United States	Registered	76182713	2563432	23-APR-2002
INTEGRITY SOLUTIONS, LLC	MANAGING GOAL ACHIEVEMENT	United States	Registered	76166258	2558407	09-APR-2002
INTEGRITY SOLUTIONS, LLC	BEHAVIOR STYLES	United States	Registered	76089403	2484987	04-SEP-2001
INTEGRITY SOLUTIONS, LLC	INTEGRITY COACHING	United States	Registered	75532355	2373745	01-AUG-2000
INTEGRITY SOLUTIONS, LLC	INTEGRITY COACHING	United States	Registered	75532356	2363163	27-JUN-2000
INTEGRITY SOLUTIONS, LLC	PAIDINC	United States	Registered	74125075	1660160	08-OCT-1991
INTEGRITY SOLUTIONS, LLC	MANAGING GOAL ACHIEVEMENT	United States	Registered	73789406	1599308	05-JUN-1990
INTEGRITY SOLUTIONS, LLC	MANAGING GOAL ACHIEVEMENT	United States	Registered	73789417	1563884	31-OCT-1989
INTEGRITY SOLUTIONS, LLC	THE CUSTOMER	United States	Registered	73682309	1492647	14-JUN-1988
INTEGRITY SOLUTIONS, LLC	AIDINC	United States	Registered	73599190	1421024	16-DEC-1986

Owner	Trademark	Country	Status	Serial No.	Registration No.	Registration Date
INTEGRITY SOLUTIONS, LLC	AIDINC	United States	Registered	73599199	1421492	16-DEC-1986
INTEGRITY SOLUTIONS, LLC	INTEGRITY SELLING	United States	Registered	73596396	1424814	13-JAN-1987
INTEGRITY SOLUTIONS, LLC	INTEGRITY SELLING	United States	Registered	73596398	1424332	06-JAN-1987
INTEGRITY SOLUTIONS, LLC	INTEGRITY PRESENTATION	United States	Registered	85874082	4544665	03-JUN-2014

**TRADEMARK**

**REEL: 008263 FRAME: 0539**

**RECORDED: 11/20/2023**