

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19554

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERSONAL STRENGTHS PUBLISHING, LLC		02/09/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	CHURCHILL AGENCY SERVICES LLC, as Agent		
Street Address:	375 Park Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	97368770	RELATIONSHIP INTELLIGENCE	
Registration Number:	4721103	CORE STRENGTHS	
Registration Number:	5866269		
Registration Number:	6399261	CORE STRENGTHS: RESULTS THROUGH RELATIONSHIPS	
Registration Number:	2372436	RELATIONSHIP AWARENESS	
Registration Number:	4721102	CORE	
Registration Number:	4905614	SDI	
Registration Number:	6443854	CORE STRENGTHS: RESULTS THROUGH RELATIONSHIPS	
Registration Number:	4987351	ACCOUNTABILITY BY CHOICE	
Registration Number:	4713475	CORE TRAINING	
Registration Number:	4721104	CORESTRENGTHS	
Registration Number:	4882098	CORE STRENGTHS	
Registration Number:	5993789		
Registration Number:	5980839		
Registration Number:	7067333	CORE STRENGTHS	
Registration Number:	1115654	FEEDBACK EDITION	
Registration Number:	1711598	PERSONAL STRENGTHS PUBLISHING	
Registration Number:	1128271	PERSONAL VALUES INVENTORY	
Registration Number:	1147657	SDI	

CH \$515.00.00 97368770

Property Type	Number	Word Mark
Registration Number:	1023994	STRENGTH DEPLOYMENT INVENTORY
CORRESPONDENCE DATA		
Fax Number:	2149813400	
<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:	(214)981-3483	
Email:	dclark@sidley.com	
Correspondent Name:	Dusan Clark	
Address Line 1:	Sidley Austin LLP	
Address Line 2:	2021 McKinney Ave., Suite 2000	
Address Line 4:	Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	096939-30020	
NAME OF SUBMITTER:	CHARNELLE CLARK	
SIGNATURE:	CHARNELLE CLARK	
DATE SIGNED:	02/20/2024	
Total Attachments: 5		
source=VitalSmarts - Trademark Security Agreement (PSP) (Executed) 4880-5396-7268 1#page1.tif		
source=VitalSmarts - Trademark Security Agreement (PSP) (Executed) 4880-5396-7268 1#page2.tif		
source=VitalSmarts - Trademark Security Agreement (PSP) (Executed) 4880-5396-7268 1#page3.tif		
source=VitalSmarts - Trademark Security Agreement (PSP) (Executed) 4880-5396-7268 1#page4.tif		
source=VitalSmarts - Trademark Security Agreement (PSP) (Executed) 4880-5396-7268 1#page5.tif		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 9th day of February 2024 by PERSONAL STRENGTHS PUBLISHING, LLC, a California limited liability company (“Grantor”), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 30, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) 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

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

3. Counterparts; Signatures. 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. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PERSONAL STRENGTHS PUBLISHING, LLC

DocuSigned by:
By: Troy Giles
Name: Troy Giles
Title: Manager

Agreed and Accepted
As of the Date First Written Above

**CHURCHILL AGENCY SERVICES
LLC, as Agent**

By: _____
Name:
Title:



Agreed and Accepted
As of the Date First Written Above


**CHURCHILL AGENCY SERVICES
LLC, as Agent**

By: *Jill White*
Name: Jill White
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
CORE STRENGTHS	USA	86/118,330 2013-11-13	4,721,103 2015-04-14	Personal Strengths Publishing, LLC
	USA	88/237,922 2018-12-20	5,866,269 2019-09-24	Personal Strengths Publishing, LLC
PEOPLE PERFORMANCE PROCESS1.0.....2.0.....3.0....4.0.....5.0.....6.0..... .7.0.....8.0.....9.0..... and Design	USA	88/268,007 2019-01-18	6,039,998 2020-04-28	Personal Strengths Publishing, LLC
CORE STRENGTHS: RESULTS THROUGH RELATIONSHIPS	USA	88/315,444 2019-02-25	6,399,261 2021-06-29	Personal Strengths Publishing, LLC
RELATIONSHIP AWARENESS	USA	75/675,775 1999-04-05	2,372,436 2000-08-01	Personal Strengths Publishing, LLC
CORE	USA	86/118,188 2013-11-13	4,721,102 2015-04-14	Personal Strengths Publishing, LLC
SDI	USA	86/141,332 2013-12-11	4,905,614 2016-02-23	Personal Strengths Publishing, LLC
CORE STRENGTHS: RESULTS THROUGH RELATIONSHIPS	USA	88/309,404 2019-02-20	6,443,854 2021-08-10	Personal Strengths Publishing, LLC
ACCOUNTABILITY BY CHOICE	USA	86/783,591 2015-10-09	4,987,351 2016-06-28	Personal Strengths Publishing, LLC
CORE TRAINING	USA	86/120,642 2013-11-15	4,713,475 2015-03-31	Personal Strengths Publishing, LLC
CORESTRENGTHS	USA	86/118,345 2013-11-13	4,721,104 2015-04-14	Personal Strengths Publishing, LLC
CORE STRENGTHS	USA	86/141,294 2013-12-11	4,882,098 2016-01-05	Personal Strengths Publishing, LLC
	USA	88/237,905 2018-12-20	5,993,789 2020-02-25	Personal Strengths Publishing, LLC

	USA	88/237,913 2018-12-20	5,980,839 2020-02-11	Personal Strengths Publishing, LLC
CORE STRENGTHS	USA	97/368,766 2022-04-18	7,067,333 2023-05-30	Personal Strengths Publishing, LLC
FEEDBACK EDITION	USA	73/177,517 1978-07-10	1,115,654 1979-03-27	Personal Strengths Publishing, LLC
PERSONAL STRENGTHS PUBLISHING	USA	74/104,939 1990-10-11	1,711,598 1992-09-01	Personal Strengths Publishing, LLC
PERSONAL VALUES INVENTORY	USA	73/177,518 1978-07-10	1,128,271 1979-12-25	Personal Strengths Publishing, LLC
SDI	USA	73/221,809 1979-07-02	1,147,657 1981-02-24	Personal Strengths Publishing, LLC
STRENGTH DEPLOYMENT INVENTORY	USA	72/460,567 1973-06-18	1,023,994 1975-10-28	Personal Strengths Publishing, LLC

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
RELATIONSHIP INTELLIGENCE	USA	97/368,770 2022-04-18		Personal Strengths Publishing, LLC