

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surgent Holding Corporation		11/14/2019	Corporation: DELAWARE
National Institute for Excellence in Professional Education, L.L.C.		11/14/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 S. Wacker Drive		
Internal Address:	Suite 750		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88762358	KNOWFULLY	
Serial Number:	88760495	KNOWFULLY LEARNING GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
ATTORNEY DOCKET NUMBER:	7213.057		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	06/22/2020		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC ("Freeport"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 14, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Surgent Consolidated, LLC, a Delaware limited liability company ("Borrower"), the other Loan Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Freeport, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to the Guaranty and Security Agreement dated as of November 14, 2019 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement (or, if not defined therein, as defined in the Credit Agreement).

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

3. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

4. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Trademark Security Agreement is entered into for recording purposes; in the event of any conflict between the terms and provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms and provisions of the Guaranty and Security Agreement shall govern.

5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

6. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto solely to include any such new Trademark Collateral. Notwithstanding the foregoing, no failure to modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

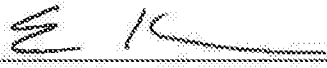
7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SURGENT HOLDING CORPORATION,
a Delaware company, as Grantor


By: 
Name: Evan Kramer
Title: Chief Executive Officer

**NATIONAL INSTITUTE FOR
EXCELLENCE IN PROFESSIONAL
EDUCATION, L.L.C.,** a Pennsylvania limited
liability company, as Grantor

By: 
Name: Evan Kramer
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**FREEPORT FINANCIAL PARTNERS
LLC, as Agent**

By: 
Name: Stephen Pabalas
Title: Managing Director

Schedule 1

Country	Mark	Status/Sub Status	Serial No. Filing Date	Reg No. Reg. Date	Owner
United States of America	SURGENT	Registered	87476841 06/06/2017	5500734 06/26/2018	Surgent Holding Corporation
United States of America	SURGENT PROFESSIONAL EDUCATION	Registered	8747684 06/06/2017	5500735 06/26/2018	Surgent Holding Corporation
United States of America	EXAMMATRIX	Registered	85864377 03/01/2013	4424871 10/29/2013	Surgent Holding Corporation
United States of America	CERTIFIED SPECIALIST IN ESTATE PLANNING	Registered	76628812 01/24/2005	3064914 03/07/2006	National Institute for Excellence in Professional Education
United States of America	CERTIFIED SPECIALIST IN RETIREMENT PLANNING	Registered	76628806 01/24/2005	3064913 03/07/2006	National Institute for Excellence in Professional Education

Schedule 1
(continued)

County	Mark	Status/Sub Status	Serial No. Filing Date	Reg No. Reg. Date	Owner
United States	KNOWFULLY	Pending application	88/762358 1/16/20	n/a	Surgent Holding Corporation
United States	KNOWFULLY LEARNING GROUP	Pending application	88/760495 1/15/20	n/a	Surgent Holding Corporation