

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615751

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pro CE LLC | | 12/21/2020 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Administrative Agent | | |
| Street Address: | 500 W. Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5836147 | OPIOID STEWARDSHIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129939767 | | |
| <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: | 3129932622 | | |
| Email: | gayle.grocke@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 330 N. Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0546 | | |
| NAME OF SUBMITTER: | Gayle D. Grocke | | |
| SIGNATURE: | /gdg/ | | |
| DATE SIGNED: | 12/21/2020 | | |
| Total Attachments: 5 | | | |
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| source=Antares_CEA - Trademark Security Agreement (Pro CE) [Executed]#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2020 (this "Agreement"), is made by Pro CE LLC, an Illinois limited liability company ("Grantor"), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of December 21, 2020 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (the "Credit Agreement"), by and among CEA Merger Sub, LLC, a Delaware limited liability company, as the Initial Borrower, Clinical Education Alliance, LLC, a Delaware limited liability company (the "Company" and, immediately upon the consummation of the Acquisition, the "Borrower"), CEA Group Holding Company, LLC, a Delaware limited liability company, as Holdings, the Lenders (as defined therein) from time to time party thereto, and the Administrative Agent, the Lenders and the LC Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security and Pledge Agreement, dated as of December 21, 2020, in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security and Pledge Agreement"), to grant a security interest in substantially all of the assets of Grantor in favor of the Administrative Agent (for its benefit and the benefit of the Lenders); and

WHEREAS, pursuant to the Security and Pledge Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, and to induce the Lenders, the LC Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the LC Issuer to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent for its benefit and the benefit of the Lenders as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to the Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided that no Lien and security interest is granted on any “intent to use” Trademark applications until a verified statement of use is filed with respect to such applications);

(b) all renewals and extensions of the foregoing;

(c) all goodwill associated therewith; and

(d) 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.

Section 3. Security and Pledge Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security and Pledge Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Security and Pledge Agreement, notwithstanding anything to the contrary herein, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder. In the event of any conflict between any provision in this Agreement and a provision in the Security and Pledge Agreement, such provision of the Security and Pledge Agreement shall control.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

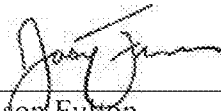
Section 6. Governing Law. The terms of Sections 12.10 and 12.11 of the Credit Agreement with respect to submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

[SIGNATURE PAGES FOLLOW]

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


Very truly yours,

PRO CE LLC, an Illinois limited liability
company, as Grantor

By: 
Name: Jason Fulton
Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Administrative Agent

By: 

Name: Phillip Smith
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

| Registration No. | Registration Date | Jurisdiction | Mark | Listed Owner |
|------------------|-------------------|--------------|--|--------------|
| 5836147 | 8/13/19 | U.S. | OPIOID STEWARDSHIP Opioid Stewardship | Pro CE, Inc. |

2. U.S. TRADEMARK APPLICATIONS

None.