

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Archetype Innovations, LLC		03/31/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4823711	GO	
Registration Number:	4833235	NEEHR PERFECT GO	
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:	312-827-4116		
Email:	ilaskero@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Isabelle Laskero		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7006653		
NAME OF SUBMITTER:	Isabelle Laskero		
SIGNATURE:	/Isabelle Laskero/		
DATE SIGNED:	04/01/2021		
Total Attachments: 5			
source=Career Step - (12th Amendment) (USPTO) Trademark Recordation Cover Sheet#page1.tif			
source=Career Step - (12th Amendment) (USPTO) Trademark Recordation Cover Sheet#page2.tif			

OP \$65.00 4823711

source=Career Step - (12th Amendment) (USPTO) Trademark Recordation Cover Sheet#page3.tif
source=Career Step - (12th Amendment) (USPTO) Trademark Recordation Cover Sheet#page4.tif
source=Career Step - (12th Amendment) (USPTO) Trademark Recordation Cover Sheet#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2021, is made by **ARCHETYPE INNOVATIONS, LLC** ("Grantor"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 3, 2015 (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among Career Step, LLC, as borrower, Health Careers Acquisition, Inc., as holdings, the other Loan Parties from time to time party thereto, the financial institution(s) listed on the signature pages thereof and their respective successors and permitted assigns (collectively, "Lenders") and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, Grantor has agreed to enter into this Agreement.

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

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

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

- (a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, 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
- (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. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and 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 Loan 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, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement

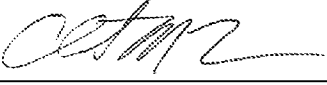
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARCHETYPE INNOVATIONS, LLC, as
Grantor

By Scott Whitt
Name: Scott Whitt
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

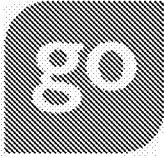
ALLY BANK, as Agent

By 
Name Christopher Lee
Title Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>
ARCHETYPE INNOVATIONS, LLC		4823711	9/29/15	86403984	9/23/14
ARCHETYPE INNOVATIONS, LLC	neehr perfect go	4833235	10/13/15	86362823	8/11/14

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.

4. UNREGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>
ARCHETYPE INNOVATIONS, LLC	