

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI124862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neuroscience Education Institute, LLC		03/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	98102974	NEI	
Serial Number:	98102988	NEI CONGRESS	
Serial Number:	98102979	NEI E NEUROSCIENCE EDUCATION INSTITUTE	
Serial Number:	98102983	NEI LEARN	
Serial Number:	98102985	NEI PRESCRIBE	
Serial Number:	98104503	NEI PROCTOR	
Serial Number:	98102992	NEI SATURDAY MORNING LIVE	
Serial Number:	98102987	NEI SYNAPSE	
Serial Number:	98102976	NEUROSCIENCE EDUCATION INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129694057		
Email:	trademark@proskauer.com		
Correspondent Name:	Cullen Meade		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

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ATTORNEY DOCKET NUMBER:	88626.002
NAME OF SUBMITTER:	ELLEN SPAFFORD
SIGNATURE:	ELLEN SPAFFORD
DATE SIGNED:	03/27/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2024 (this “Agreement”), is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors and permitted assigns in such capacity, the “Administrative Agent”) for the Lenders and the other Secured Parties (defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as August 31, 2021 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of July 10, 2023, that certain Amendment No. 2 to Credit Agreement, dated as of March 27, 2024 (“Amendment No. 2”), and as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among HMP ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), HMP COMMUNICATIONS HOLDINGS, LLC, a Delaware limited liability company (“Intermediate Holdings”), HMP OMNIMEDIA, LLC, a Delaware limited liability company (formerly known as HMP Communications, LLC, “HMP”), HMP EDUCATION, LLC, a Delaware limited liability company (formerly known as NACCME, LLC, “NACCME”), Neuroscience Education Institute, LLC, a Delaware limited liability company (“Neuro”) and IMEDEX, LLC, a Georgia limited liability company (“Imedex” and, together with HMP, NACCME and Neuro, each individually, a “Borrower” and collectively, the “Borrowers”), the other Loan Parties from time to time party thereto, the financial institutions party thereto as “Lenders”, and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) (together with the Lenders, collectively, the “Secured Parties”);

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement dated as of October 8, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Amendment No. 2 and to induce the Lenders to continue to make their respective extensions of credit to the Borrowers upon the terms and subject to the conditions thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Notwithstanding the foregoing, there shall be no security interest or Lien on any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the 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 Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other actions it deems necessary or desirable in connection with their Trademarks subject to a security interest hereunder.

Section 5. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** In addition, the provisions of Sections 7.17 and 7.18 of the Security Agreement are hereby incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*, with the same force and effect as if fully set forth herein and the parties hereto agree to such terms.

Section 8. Loan Document. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.


(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.

NEUROSCIENCE EDUCATION INSTITUTE, LLC


DocuSigned by:
By: JEFFREY HENNESSY
Name: Jeffrey Hennessey
Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Kiefer Hotek
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008381 FRAME: 0837

MARK	STATUS	APP NO	APP DATE	REG NO	REG DATE
NEI	Pending	98102974	25-Aug-2023		
NEI CONGRESS	Pending	98102988	25-Aug-2023		
NEI E NEUROSCIENCE EDUCATION INSTITUTE and Design  Neuroscience Education Institute	Pending	98102979	25-Aug-2023		
NEI LEARN	Pending	98102983	25-Aug-2023		
NEI PRESCRIBE	Pending	98102985	25-Aug-2023		
NEI PROCTOR	Pending	98104503	27-Aug-2023		
NEI SATURDAY MORNING LIVE	Pending	98102992	25-Aug-2023		
NEI SYNAPSE	Pending	98102987	25-Aug-2023		
NEUROSCIENCE EDUCATION INSTITUTE	Pending	98102976	25-Aug-2023		