

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Development Corporation		11/11/2020	Corporation: UTAH
Franklin Covey Co.		11/11/2020	Corporation: UTAH
Franklin Covey Travel, Inc.		11/11/2020	Corporation: UTAH
Franklin Covey Client Sales, Inc.		11/11/2020	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	201 South Main Street		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6059197	THE 6 CRITICAL PRACTICES FOR LEADING A T	
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:	801.799.5733		
Email:	klanderson@hollandhart.com		
Correspondent Name:	Braden J. Parker		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	17173.0095		
NAME OF SUBMITTER:	Braden J. Parker		
SIGNATURE:	/Braden J. Parker/		
DATE SIGNED:	11/12/2020		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made and entered into as of November 11, 2020 (the "Effective Date") by and among Franklin Covey Co., a Utah corporation ("Borrower"), Franklin Development Corporation, a Utah corporation ("Development"), Franklin Covey Travel, Inc., a Utah corporation ("Travel"), and Franklin Covey Client Sales, Inc., a Utah corporation ("Client Sales" and, together with Borrower, Development and Travel, individually and collectively, as the context requires, the "Debtor"), in favor of JPMorgan Chase Bank, N.A. ("Secured Party"), pursuant to that certain Pledge and Security Agreement dated as of August 7, 2019 by and among Debtor, Secured Party, and the other parties from time to time party thereto (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"Prior Trademark Security Agreement" means that certain Trademark Security Agreement dated as of August 7, 2019 by and among Debtor and Secured Party and recorded with the USPTO on August 7, 2019 at Reel/Frame 6715/0209.

"UCC" means the Uniform Commercial Code as in effect in the State of Utah from time to time.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in that certain Credit Agreement dated as of August 7, 2019 by and among Debtor, the other loan parties from time to time party thereto, and Secured Party, as amended from time to time), Debtor hereby grants to Secured Party a security interest in and to all of Debtor's right, title and interest in, to and under the following property, in each case whether

now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (but excluding any application to register any trademark, service mark or other mark prior to use in commerce and the filing under applicable law of a verified statement of use in commerce or amendment to allege use (or the equivalent) in commerce for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark); (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; *provided that* "Collateral" shall not include (i) any application to register any Trademark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Trademark to the extent the creation of a security interest therein would invalidate such Trademark or (ii) any other Excluded Collateral; *provided further*, however, that if and when any such application shall be filed, under applicable law of a verified statement of use (or the equivalent) for such Trademark, or such Excluded Collateral shall cease to be Excluded Collateral, such application or other such property shall be deemed "Collateral" herein.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all trademarks, trademark registrations or applications owned or acquired by Debtor since the recordation of the Prior Trademark Security Agreement with the USPTO, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or

foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document reasonably necessary and signed by Debtor describing Secured Party's interest in the Collateral with the USPTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

8. Entire Agreement; Amendment. This Agreement, the Prior Trademark Security Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents, releases and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

11. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Debtor: Franklin Covey Co.
Franklin Development Corporation
Franklin Covey Travel, Inc.
Franklin Covey Client Sales, Inc.

Secured Party: JPMorgan Chase Bank, N.A.

Trademarks and Trademark Applications:

See Attached.

<u>MARK</u>	<u>CLASSES</u>	<u>USA</u>	<u>REG DATE</u>	<u>REG NO</u>
6 CRITICAL PRACTICES FOR LEADING A TEAM, THE	41	USA	05/19/20	6,059,197

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RECORDED: 11/12/2020

TRADEMARK
REEL: 007104 FRAME: 0169