

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clear Law Institute, LLC		12/15/2023	Limited Liability Company: VIRGINIA
Kantola Training Solutions, LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Bank N.A.		
Street Address:	320 South Canal Street		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5208658	KANTOLA TRAINING SOLUTIONS	
Registration Number:	4205074	CLEAR LAW INSTITUTE	
Registration Number:	4205075	CLEAR LAW INSTITUTE	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	132662.00083		
NAME OF SUBMITTER:	Matthew S. Makover		
SIGNATURE:	/Matthew S. Makover/		
DATE SIGNED:	12/15/2023		

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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 15, 2023, (this “Agreement”), by those entities listed on the signature page hereto, (each, a “Grantor” and, collectively, the “Grantors”), in favor of BMO Bank N.A., as administrative agent and collateral agent (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among New Traliant Intermediate, LLC, a Delaware limited liability company (“Holdings”), Traliant Operating, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III;
- D. all material Exclusive Copyright Licenses, including the Exclusive Copyright Licenses listed on Schedule IV; and
- E. all Proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Recordation.* The Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Agreement upon request by the Administrative Agent.

SECTION 4. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

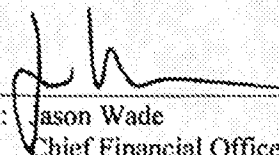
SECTION 6. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

CLEAR LAW INSTITUTE, LLC
KANTOLA TRAINING SOLUTIONS, LLC

By: 
Name: Jason Wade
Title: Chief Financial Officer and Treasurer

SCHEDULE I

Registered Trademarks

Owner Name	Trademark	Registration Date	Registration Number
Kantola Training Solutions, LLC	KANTOLA TRAINING SOLUTIONS	05/23/2017	5208658
Clear Law Institute LLC	CLEAR LAW INSTITUTE	09/11/2012	4205074
Clear Law Institute LLC	CLEAR LAW INSTITUTE	09/11/2012	4205075

Trademark Applications

None.

SCHEDULE II

Issued Patents

None.

Patent Applications

None.

SCHEDULE III

United States Registered Copyrights

Copyright	Date of Registration	Registration	Record Owner
Bullying and Respect in the Workplace.	2013-11-15	PA0001874231	Kantola Training Solutions, LLC
Bloodborne Pathogens: Workplace Awareness.	2013-11-15	PA0001874225	Kantola Training Solutions, LLC
Customer Service: the Telephone Connection.	2013-11-15	PA0001874220	Kantola Training Solutions, LLC
Dealing with the Irate Customer.	2013-11-15	PA0001874219	Kantola Training Solutions, LLC
The Drug-Free Workplace: Setting the Standard.	2014-06-25	PA0001911606	Kantola Training Solutions, LLC
Exploring Human Nature.	2013-11-15	PA0001874234	Kantola Training Solutions, LLC
Fire Safety & Evacuation Keeping your Workplace Safe.	2009-11-30	PA0001704897	Kantola Training Solutions, LLC
Forklift Operation & Safety-Keeping your Workplace Safe.	2009-11-30	PA0001704906	Kantola Training Solutions, LLC
Harassment and Diversity: Respecting Differences.	2013-11-15	PA0001874217	Kantola Training Solutions, LLC
Sexual Harassment: Training for a harassment-free workplace.	2017-03-15	PA0002027918	Kantola Training Solutions, LLC
Harassment: Sex, Religion, and Beyond (Employee, Manager, and California Manager versions).	2013-11-15	PA0001874240	Kantola Training Solutions, LLC
HazMat: What you Need to Know.	2014-06-25	PA0001906909	Kantola Training Solutions, LLC
Leadership at Every Level.	2013-11-15	PA0001874230	Kantola Training Solutions, LLC
Listening Under Pressure-the Customer Service Challenge.	2007-07-23	PA0001391131	Kantola Training Solutions, LLC
Managing the Drug-Free Workplace.	2014-06-25	PA0001905722	Kantola Training Solutions, LLC
Managing Ethics.	2013-11-15	PA0001874238	Kantola Training Solutions, LLC
Managing the Workplace Bully.	2013-11-15	PA0001874214	Kantola Training Solutions, LLC
Performance Appraisals: Getting Results.	2003-05-05	PA0001129353	Kantola Training Solutions, LLC
The Power of Positive Discipline.	2009-11-30	PA0001704904	Kantola Training Solutions, LLC
Proper Lifting Techniques-keeping your Workplace Safe DVD.	2009-11-30	PA0001704896	Kantola Training Solutions, LLC
Slips, Trips & Falls-keeping your Workplace Safe DVD.	2009-11-30	PA0001704900	Kantola Training Solutions, LLC
Wednesday's Touch, 2010 edition.	2014-09-09	PA0001919433	Kantola Training Solutions, LLC
The Well-Managed Meeting.	2013-11-15	PA0001874232	Kantola Training Solutions, LLC
When the Phone Rings-Telephone Skills for Better Service.	2009-11-30	PA0001704775	Kantola Training Solutions, LLC
Workplace Ethics.	2013-11-15	PA0001874223	Kantola Training Solutions, LLC
Workplace Violence: the Early Warning Signs.	2013-11-15	PA0001874226	Kantola Training Solutions, LLC
Bullying in the Remote Workplace.	2020-12-21	PA0002276755	Kantola Training Solutions, LLC
COVID-19: Staying Safe in Your Workplace.	2020-12-21	PA0002276754	Kantola Training Solutions, LLC
Diversity, Equity, and Inclusion 2023.	2023-05-30	TX0009290581	Kantola Training Solutions, LLC
Harassment Prevention: A Commonsense Approach-eLearning III.	2022-04-19	PA0002346221	Kantola Training Solutions, LLC
Harassment Prevention: A Commonsense Approach.	2020-12-21	PA0002276756	Kantola Training Solutions, LLC
Unwelcome Romantic Interest Online.	2020-12-21	PA0002276752	Kantola Training Solutions, LLC
Video-conferencing: Do's and Don'ts.	2020-12-21	PA0002276753	Kantola Training Solutions, LLC
Resisting The Flu – How To Minimize Your Risk	2009-11-30	PA0001704758	Kantola Training Solutions, LLC
Harassment and Diversity: Respecting Differences. (Employee and Manager versions)	2013-11-15	PA0001874217	Kantola Training Solutions, LLC
Team approach.	1995-02-13	PA0000742561	Kantola Training Solutions, LLC
Customer service connection.	1995-02-13	PA0000742562	Kantola Training Solutions, LLC
Supervising for quality.	1995-02-13	PA0000742563	Kantola Training Solutions, LLC

Cornerstones of quality.	1995-02-13	PA0000742564	Kantola Training Solutions, LLC
Be prepared to sell.	1992-04-16	PA0000564596	Kantola Training Solutions, LLC
Be prepared for meetings.	1992-04-16	PA0000564598	Kantola Training Solutions, LLC
Be prepared to lead.	1992-04-16	PA0000564599	Kantola Training Solutions, LLC
Be prepared to speak.	1992-04-16	PA0000564601	Kantola Training Solutions, LLC
Arts of criticism, giving and taking / director, Timothy Saint John.	1996-09-27	PA0000811870	Kantola Training Solutions, LLC
Finance and accounting for the non-financial manager.	1990-03-05	PA0000457586	Kantola Training Solutions, LLC
Business ethics.	1990-03-05	PA0000457587	Kantola Training Solutions, LLC
Marketing strategy.	1990-03-05	PA0000457588	Kantola Training Solutions, LLC
Conflicts in the Workplace: Sources & Solutions.	2013-11-15	PA0001874221	Kantola Training Solutions, LLC
Customer Service Counts.	2013-11-15	PA0001874236	Kantola Training Solutions, LLC
Stanford guide to negotiating.	1997-05-15	PA0000841313	Kantola Training Solutions, LLC
Stanford video guide to financial statements.	2000-10-27	PA0001014038	Kantola Training Solutions, LLC
Optimal diet for overall health.	2002-02-06	PA0001071386	Kantola Training Solutions, LLC
Preventing and managing back pain.	2002-02-06	PA0001071387	Kantola Training Solutions, LLC
Preventing and managing stress.	2002-02-06	PA0001071388	Kantola Training Solutions, LLC
Heart disease prevention and management.	2002-02-06	PA0001071389	Kantola Training Solutions, LLC
Understanding menopause.	2013-11-15	PA0001071390	Kantola Training Solutions, LLC
Breast cancer awareness and prevention.	2002-02-06	PA0001071391	Kantola Training Solutions, LLC
Hiring success : a step-by-step guide.	2002-02-06	PA0001071392	Kantola Training Solutions, LLC
Preventing and managing computer related injuries.	2002-02-06	PA0001071393	Kantola Training Solutions, LLC
Healthy aging.	2002-02-06	PA0001071394	Kantola Training Solutions, LLC
ENewsletters : a primer.	2003-05-05	PA0001128850	Kantola Training Solutions, LLC
Driving traffic to your website.	2003-05-05	PA0001128851	Kantola Training Solutions, LLC
Safe hiring : how you can avoid bad hires.	2003-05-05	PA0001128881	Kantola Training Solutions, LLC
Getting the basics right : navigation, usability and content management techniques.	2003-05-05	PA0001128882	Kantola Training Solutions, LLC
Making your website work : for your user.	2003-05-05	PA0001128895	Kantola Training Solutions, LLC
Staying out of legal trouble.	2003-05-05	PA0001128896	Kantola Training Solutions, LLC
Search engine optimization.	2003-05-05	PA0001128897	Kantola Training Solutions, LLC
Doing the deals.	2003-05-05	PA0001128898	Kantola Training Solutions, LLC
How to Write and Deliver Great Speeches	2006-10-27	PA0001391305	Kantola Training Solutions, LLC

United States Unregistered Copyrights

Copyright	Owner
Harassment-Free Workplace Employee	Kantola Training Solutions, LLC
Harassment-Free Workplace Manager	Kantola Training Solutions, LLC
Employment Laws	Kantola Training Solutions, LLC
Diversity Inclusion for Employees	Kantola Training Solutions, LLC
Diversity Inclusion for Managers	Kantola Training Solutions, LLC
Training for a Harassment-Free Workplace eLearning — Employee Version	Kantola Training Solutions, LLC
Training for a Harassment-Free Workplace eLearning — Manager Version	Kantola Training Solutions, LLC
Training for a Harassment-Free Workplace eLearning — CA Managers (AB 1825)	Kantola Training Solutions, LLC
Training for a Harassment-Free Workplace eLearning — All-States Manager Version	Kantola Training Solutions, LLC
Managing Ethics: Code of Conduct Training for Managers	Kantola Training Solutions, LLC
Cyber Security: Self-Defense in the Digital Age	Kantola Training Solutions, LLC

Schedule III to Intellectual Property Security Agreement

TRADEMARK
REEL: 008290 FRAME: 0166

Professional Email Etiquette	Kantola Training Solutions, LLC
Social Media at Work	Kantola Training Solutions, LLC
Management and Leadership Skills	Kantola Training Solutions, LLC
Performance Coaching	Kantola Training Solutions, LLC
Earthquake Preparedness Training	Kantola Training Solutions, LLC
Time Management (for Managers)	Kantola Training Solutions, LLC
HIPAA Essentials	Kantola Training Solutions, LLC
HIPAA for Managers	Kantola Training Solutions, LLC
HIPAA Breaches	Kantola Training Solutions, LLC
Federal Wage and Hour Laws: What You Need to Know	Kantola Training Solutions, LLC
California Wage and Hour Laws: What You Need to Know	Kantola Training Solutions, LLC
Office Ergonomics: Creating a Comfortable Workstation	Kantola Training Solutions, LLC

Copyright Applications

None.

SCHEDULE IV

Exclusive Copyright Licenses

None.