

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GP STRATEGIES CORPORATION		11/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	1600 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5379231	ETAPRO	
Registration Number:	4790915	GP STRATEGIES	
Registration Number:	3251866	INFOMAESTRO	
Registration Number:	2887724	MISSION ANALYSIS	
Registration Number:	2819568	MISSION LEADERSHIP	
Registration Number:	2924047	ASPIRE	
Registration Number:	3753760	MCKINNEY ROGERS	
Registration Number:	3597009	INFOMAESTRO	
Registration Number:	2787297	PLANTMENTOR	
Registration Number:	2701832	PERFORMTECH	
Registration Number:	2348922	RWD PERFORMANCEVISION	
Registration Number:	2165101	RWD	
Registration Number:	2162473	RWD INFOVISION	
Registration Number:	2036889	RWD PROVISION	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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>			

CH \$365.00 5379231

Phone: 215.864.8352
Email: shorem@ballardspahr.com
Correspondent Name: Michael S. Shore
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER: Michael S. Shore

SIGNATURE: /Michael S. Shore/

DATE SIGNED: 12/02/2018

Total Attachments: 12

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as amended, restated, modified or supplemented from time to time, this “**Agreement**”), dated as of November 30, 2018, is entered into by and among **GP STRATEGIES CORPORATION**, a Delaware corporation (the “**Parent**”), **AND EACH OF THE OTHER LOAN PARTIES WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME** (collectively with the Parent, each a “**Pledgor**” and collectively the “**Pledgors**”), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders under the Credit Agreement (as defined below) and for any other Secured Party (as defined below).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Credit Agreement (as it may hereafter from time to time be amended, restated, modified or otherwise supplemented, the “**Credit Agreement**”) of even date herewith by and among the Parent, **GENERAL PHYSICS (UK) LIMITED**, a company organized and existing under the law of England and Wales with company number 03424328 (“**General Physics UK**”), **GP STRATEGIES HOLDINGS LIMITED**, a company organized and existing under the law of England and Wales with company number 06340333 (“**GP Holdings UK**”), **GP STRATEGIES LIMITED**, a company organized and existing under the law of England and Wales with company number 08003789 (“**GP Strategies Limited**”), and **GP STRATEGIES TRAINING LIMITED**, a company organized and existing under the law of England and Wales with company number 08003851 (“**GP Strategies Training UK**”; together with the Parent, General Physics UK, GP Holdings UK and GP Strategies Limited, each a “**Borrower**” and collectively the “**Borrowers**”), the Administrative Agent, the lenders now or hereafter party thereto (collectively, the “**Lenders**”) and the Guarantors now or hereafter party thereto (collectively, the “**Guarantors**”), the Lenders have agreed to make loans to the Borrowers and issue or participate in letters of credit issued for the account of the Borrowers on the terms provided therein; and

WHEREAS, the obligation of the Lenders to make loans and issue or participate in letters of credit under the Credit Agreement is subject to the condition, among others, that the Pledgors secure the Secured Obligations (as hereinafter defined) in the manner set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to

them in the Uniform Commercial Code as enacted in New York as amended from time to time (the “Code”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of each Pledgor’s present and future right, title and interest in and to all of the following: (i) all trade names, (ii) all patent applications, patents and patent licenses, (iii) all trademark applications (other than any intent to use trademark applications until such time as such Pledgor begins to use such trademark), trademarks and trademark licenses, (iv) all copyright applications, copyrights and copyright licenses; whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; provided, however, that the Patents, Trademarks and Copyrights shall not include any Excluded Collateral.

(c) “Secured Obligations” means and includes all now existing and hereafter arising Obligations (and including Obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower, any other Pledgor, any other Loan Party or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such Obligations is not enforceable or allowable in such proceeding), including, without limitations, all Obligations of any Borrower and each and every other Pledgor and other Loan Party to the Administrative Agent, the Lenders or any other Secured Party under the Credit Agreement, any other Loan Document, any Lender Provided Interest Rate Hedge (or any documents or instruments executed in connection therewith), any Lender Provided Foreign Currency Hedge (or any documents or instruments executed in connection therewith) or any Other Lender Provided Financial Service Product (or any documents or instruments executed in connection therewith), together with any extensions, renewals, replacements or refundings thereof, and all costs and expenses of enforcement and collection, including attorneys’ fees. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liabilities. Notwithstanding anything to the contrary contained in the foregoing, (a) the Secured Obligations shall not include any Excluded Hedge Liabilities, (b) the “Secured Obligations” of each Pledgor that is a Foreign Borrower (other than General Physics UK and GP Holdings UK) shall exclude all “Secured Obligations” of any Loan Party other than such Pledgor, and (c) the “Secured Obligations” of General Physics UK and GP Holdings UK shall exclude all “Secured Obligations” of any Loan Party other than such Pledgor and any other Foreign Borrower.

(d) “Secured Parties” shall mean the collective reference to the Administrative Agent, the Lenders and the other holders of the Secured Obligations.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those

allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, in Philadelphia, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as set forth in Section 9.2.4 of the Credit Agreement [Application of Proceeds]. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent or any other Secured Party or Secured Parties may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

4. At such time as all of the Secured Obligations have been Paid in Full, this Agreement shall terminate and the Administrative Agent shall at the sole cost and expense of the Pledgors execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto. In addition, if any of the Patents, Trademarks and Copyrights shall be sold, transferred or otherwise disposed of by any Pledgor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole cost and expense of such Pledgor, shall execute and deliver to such Pledgor such deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgors full title to such Patents, Trademarks or Copyrights and such releases or other documents reasonably necessary or desirable for the release of the Liens created hereby in such Patents, Trademarks and Copyrights. For the sake of clarity, nothing contained in this Agreement is intended to restrict any Pledgor's rights to Dispose of any Patents, Trademarks and Copyrights to the extent permitted by the terms of the Credit Agreement.

5. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Subject to any applicable limitation set forth in Section 11.3 of the Credit Agreement [Expenses; Indemnity; Damage Waiver], each Pledgor shall, not less than thirty (30) days after demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable

legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

6. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

7. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under any of the Secured Obligations (or under any documentation therefor) or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

8. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

9. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor, except as expressly set forth in the Security Agreement. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Paragraph 7 and Paragraph 28 hereof with respect to additions and supplements to Schedule A hereto.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

11. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York in accordance with the provisions of 5-1401 of the New York General Obligations Law, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

12. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF

NEW YORK AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

13. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 12 HEREIN. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

14. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. Without prejudice to any other mode of service allowed under any relevant law, each Pledgor:

a) Irrevocably appoints the Borrowing Agent as its agent for service of process in relation to any proceedings before any courts in the United States in connection with any Loan Documents; and

b) Agrees that failure by an agent for service of process to notify the relevant Loan Party of the process will not invalidate the proceedings concerned.

If any Person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrowing Agent (on behalf of all the Loan Parties) must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Administrative Agent. Failing this, the Administrative Agent may appoint another agent for this purpose.

15. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

16. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Each Pledgor acknowledges and agrees that delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail to the Administrative Agent purporting to be signed on behalf of any Debtor shall be effective as delivery by such Pledgor of a manually executed counterpart of this Agreement.



17. All notices, statements, requests and demands given to or made upon any party hereto in accordance with the provisions of this Agreement shall be given or made as provided in Section 11.5 [Notices; Effectiveness, Electronic Communication] of the Credit Agreement.

18. At any time after the initial execution and delivery of this Agreement to the Administrative Agent, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent a Borrower Joinder or a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intention that this Agreement shall constitute a sealed instrument.

GP STRATEGIES CORPORATION

By:  
Name: Scott Greenberg
Title: Chief Executive Officer

PLEDGOR ACKNOWLEDGMENT

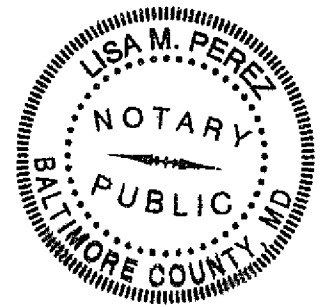
STATE OF MARYLAND)
)
COUNTY OF Howard) ss:

On this, the 30th day of November 2018, before me, a Notary Public, the undersigned officer, personally appeared Scott Greenberg, who acknowledged himself/herself to be the Chief Executive Officer of **GP Strategies Corporation**, a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said **GP Strategies Corporation**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

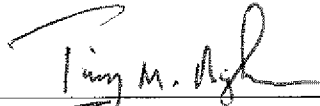
Lisa M. Perez
Notary Public

My commission expires: 22 October 2020



ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Timothy M. Naylor
Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

Pledgor Name:

1. Registered Patents:

<u>Registered Owner</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	Utility	10,065,850	August 6, 2032
GP Strategies Corporation	Utility	9,695,983	April 1, 2034
GP Strategies Corporation	Utility	9,663,345	August 1, 2032
GP Strategies Corporation	Utility	9,316,215	June 30, 2032
GP Strategies Corporation	Utility	9,267,645	June 17, 2032
GP Strategies Corporation	Utility	9,163,785	October 14, 2033
GP Strategies Corporation	Utility	9,052,065	June 1, 2033

2. Patent Applications:

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Date Filed</u>
GP Strategies Corporation	Non-provisional/Utility	14/250,071	4/10/2014
GP Strategies Corporation	Non-provisional/Utility	14/714,814	5/18/2015
GP Strategies Corporation	Non-provisional/Utility	16/055,329	8/6/2018
GP Strategies Corporation	Provisional	61/418,679	12/1/2010
GP Strategies Corporation	Provisional	61/669,337	7/9/2012
GP Strategies Corporation	PCT	PCT/US11/62564	11/30/2011

GP Strategies Corporation	PCT	PCT/US13/35275	4/4/2013
GP Strategies Corporation	PCT	PCT/US13/51645	7/3/2013

3. Registered Trademarks:

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	ETAPRO	5379231	
GP Strategies Corporation	GP STRATEGIES	4790915	
GP Strategies Corporation	INFOMAESTRO	3251866	
GP Strategies Corporation	MISSION ANALYSIS	2887724	
GP Strategies Corporation	MISSION LEADERSHIP	2819568	
GP Strategies Corporation	ASPIRE	2924047	
GP Strategies Corporation	MCKINNEY ROGERS	3753760	
GP Strategies Corporation	INFOMAESTRO	3597009	
GP Strategies Corporation	PLANTMENTOR	2787297	
GP Strategies Corporation	PERFORMTECH	2701832	
GP Strategies Corporation	RWD PERFORMANCEVISION	2348922	
GP Strategies Corporation	RWD	2165101	
GP Strategies Corporation	RWD INFOVISION	2162473	
GP Strategies Corporation	RWD PROVISION	2036889	

4. Trademark Applications:

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>

5. Registered Copyrights:

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
GP Strategies Corporation	EtaPRO Performance & Condition Monitoring System	TX0008406247	