

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|---------------------|
| Miller Heiman, Inc. | | 08/19/2011 | CORPORATION: NEVADA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | General Electric Capital Corporation, as Agent |
| Street Address: | 2 Bethesda Metro Center, Ste 600 |
| City: | Bethesda |
| State/Country: | MARYLAND |
| Postal Code: | 20814 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 1346842 | CONCEPTUAL SELLING |
| Registration Number: | 1346841 | STRATEGIC SELLING |
| Registration Number: | 1551921 | MILLER HEIMAN INCORPORATED |
| Registration Number: | 1594615 | LAMP |
| Registration Number: | 2136342 | TACTICAL TELESALLES |
| Registration Number: | 2711299 | CSO CHIEF SALES OFFICER SUMMIT ACHIEVING SALES EXCELLENCE |
| Registration Number: | 2723908 | MILLER HEIMAN |
| Registration Number: | 2726897 | MILLER HEIMAN |
| Registration Number: | 3378594 | FUNNEL SCORECARD |
| Registration Number: | 3598528 | LARGE ACCOUNT MANAGEMENT PROCESS |
| Registration Number: | 3510194 | MILLER HEIMAN CERTIFIED PROFESSIONAL |
| Registration Number: | 3617607 | MILLER HEIMAN SALES SYSTEM |
| Registration Number: | 3859632 | MILLER HEIMAN |
| Serial Number: | 78801256 | MILLER HEIMAN SOLUTION SET |

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|----------------|----------|---|
| Serial Number: | 78801255 | MILLER HEIMAN SALES PERFORMANCE JOURNAL |
| Serial Number: | 78801247 | MILLER HEIMAN SALES TIPS |

CORRESPONDENCE DATA

Fax Number: (212)318-4090
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-318-6000
Email: mariannetaras@paulhastings.com
Correspondent Name: Marianne Taras
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | 56709.00038 GE/MILLER HEI |
| NAME OF SUBMITTER: | Marianne Taras |
| Signature: | /Marianne Taras/ |
| Date: | 08/23/2011 |

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of August 19, 2011 (as the same may be modified from time to time, the "Credit Agreement") among the Borrower, the Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, Borrower, the Credit Parties, Agent and the Lenders have agreed to amend and restate the Credit Agreement dated as of July 1, 2008 by and among Holdings, Borrower, Agent and the lenders party thereto (as amended and in effect from time to time prior to the date hereof, the "Existing Credit Agreement") and the Lenders and the L/C Issuers have severally agreed to continue the existing Loans outstanding under the Existing Credit Agreement and to make additional extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in furtherance of the foregoing, pursuant to the Amended and Restated Guaranty and Security Agreement dated as of August 19, 2011 (as the same may be modified from time to time, the "Guaranty and Security Agreement") by the Borrower and each of the Grantors, in favor of GE Capital, as Agent for the Lenders, the L/C Issuers and each other Secured Party, Grantors and Agent have agreed to amend and restate the Guaranty and Security Agreement dated as of July 1, 2008 (as amended and in effect from time to time prior to the date hereof, the "Existing Security Agreement") by and among the Grantors (as defined in the Existing Security Agreement) signatory thereto and Agent;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors and Agent have agreed to amend and restated the Trademark Security Agreement dated as of July 1, 2008 (as amended and in effect from time to time prior to the date hereof, the "Existing Trademark Security Agreement") by and among the Grantor signatory thereto and Agent; and

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby

mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Amended and Restated Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Effect of Amendment and Restatement. From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing Trademark Security Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety, but only with respect to the rights, duties and obligations among the Grantors and Agent accruing from and after the Effective Date; (b) this Amended and Restated Trademark Security

Agreement shall not in any way release or impair the rights, duties, obligations or Liens created pursuant to the Existing Trademark Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, obligations and Liens are assumed, ratified and affirmed by the Grantor party thereto; (c) the execution, delivery and effectiveness of this Amended and Restated Trademark Security Agreement shall not operate as a waiver of any right, power or remedy of the Secured Parties or Agent (as defined therein) under the Existing Trademark Security Agreement, nor constitute a waiver of any covenant, agreement, default or obligation under the Existing Trademark Security Agreement, except to the extent that any such covenant, agreement, default or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Trademark Security Agreement in any Collateral Document or other Loan Document shall, without further action of the parties, be deemed a reference to the Existing Security Agreement, as amended and restated by this Amended and Restated Trademark Agreement, and as this Amended and Restated Trademark Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MILLER HEIMAN, INC.

as Grantor

By: 

Name: Calvin Quan

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: _____

Name: Garett Gilles

Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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

Very truly yours,

MILLER HEIMAN, INC.
as Grantor

By: _____

Name: Calvin Quan

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:  _____

Name: Garrett Gilles

Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

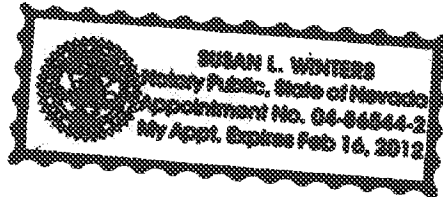
State of Nevada)

County of Washoe)

ss.

On this 1 day of August, 2011 before me personally appeared Calvin Quan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Miller Heiman, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan L. Winters
Notary Public



[NOTARY PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademarks

| Mark | Owner | Juris. | App./Reg. Number | App./Reg. Date |
|--|---------------------|--------|------------------|----------------|
| CONCEPTUAL SELLING | Miller Heiman, Inc. | U.S. | 1,346,842 | 7/2/1985 |
| STRATEGIC SELLING | Miller Heiman, Inc. | U.S. | 1,346,841 | 7/2/1985 |
| MILLER HEIMAN INCORPORATED and Design (superseded by 3,859,632) | Miller Heiman, Inc. | U.S. | 1,551,921 | 8/15/1989 |
| LAMP | Miller Heiman, Inc. | U.S. | 1,594,615 | 5/1/1990 |
| TACTICAL TELESALLES | Miller Heiman, Inc. | U.S. | 2,136,342 | 2/10/1998 |
| CSO CHIEF SALES OFFICER SUMMIT ACHIEVING SALES EXCELLENCE AND DESIGN and Design | Miller Heiman, Inc. | U.S. | 2,711,299 | 4/29/2003 |
| MILLER HEIMAN and Design | Miller Heiman, Inc. | U.S. | 2,723,908 | 6/10/2003 |
| MILLER HEIMAN and Design | Miller Heiman, Inc. | U.S. | 2,726,897 | 6/17/2003 |
| FUNNEL SCORECARD | Miller Heiman, Inc. | U.S. | 3,378,594 | 2/5/2008 |
| LARGE ACCOUNT MANAGEMENT PROCESS | Miller Heiman, Inc. | U.S. | 3,598,528 | 3/31/2009 |
| MILLER HEIMAN CERTIFIED PROFESSIONAL | Miller Heiman, Inc. | U.S. | 3,510,194 | 9/30/2008 |
| MILLER HEIMAN SOLUTION SET | Miller Heiman, Inc. | U.S. | 78/801,256 | 1/27/2006 |
| MILLER HEIMAN SALES PERFORMANCE JOURNAL | Miller Heiman, Inc. | U.S. | 78/801,255 | 1/27/2006 |
| MILLER HEIMAN SALES TIPS | Miller Heiman, Inc. | U.S. | 78/801,247 | 1/27/2006 |
| MILLER HEIMAN SALES SYSTEM | Miller Heiman, Inc. | U.S. | 36,177,607 | 5/5/2009 |
| MILLER HEIMAN INCORPORATED | Miller Heiman, Inc. | U.S. | 3,859,632 | 10/12/2010 |
| | | | | |
| MILLER HEIMAN INCORPORATED | Miller Heiman, Inc. | NEV | | 8/14/1997 |
| MILLER HEIMAN INCORPORATED | Miller Heiman, Inc. | NEV | | 7/25/1997 |
| MILLER HEIMAN INCORPORATED | Miller Heiman, Inc. | NEV | | 7/25/1997 |
| MILLER HEIMAN INCORPORATED and Design | Miller Heiman, Inc. | NEV | | 8/14/1997 |

| Mark | Owner | Juris. | App./Reg. Number | App./Reg. Date |
|--------------------|---------------------|--------|------------------|----------------|
| CONCEPTUAL SELLING | Miller Heiman, Inc. | NEV | | 7/25/1997 |
| STRATEGIC SELLING | Miller Heiman, Inc. | NEV | | 8/26/1997 |
| LAMP | Miller Heiman, Inc. | NEV | | 7/25/1997 |
| CONCEPTUAL SELLING | Miller Heiman, Inc. | CALIF | 21,054 | 10/1/1984 |
| STRATEGIC SELLING | Miller Heiman, Inc. | CALIF | 21,055 | 10/1/1984 |