

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monitor Company Group Limited Partnership		10/25/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Caltius Partners IV, LP, as Agent
Street Address:	11766 Wilshire Blvd., Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	2798690	ADAPTIVE OVERHEAD
Registration Number:	2817809	ADVANTAGE CURVES
Registration Number:	3920132	AFV
Registration Number:	2738644	BRAND INTENT
Registration Number:	2375107	BRANDMONITOR
Registration Number:	2458330	CONFIGURING FOR ADVANTAGE
Registration Number:	3428031	COST ARCHEOLOGY
Registration Number:	3356324	ECONOMIC VALUE ESTIMATION
Registration Number:	2388137	EVE
Registration Number:	2987702	EXPECTATIONS-BASED MANAGEMENT
Registration Number:	3230442	EXPERIENCE MONITOR
Registration Number:	3276833	FASTFORWARD
Registration Number:	3545041	FAULTLINES
Registration Number:	3327300	FUTUREMONITOR

TRADEMARK

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Registration Number:	3310959	GBN
Registration Number:	2643997	GEOMETRY OF COMPETITION
Registration Number:	3400723	GLOBAL BUSINESS NETWORK
Registration Number:	3765942	GROWTH THROUGH INNOVATION
Registration Number:	3518138	INNOVATION MONITOR
Registration Number:	3175324	LATTICE PARTNERS
Registration Number:	3725924	MONITOR
Registration Number:	3701673	MONITOR 360
Registration Number:	2490490	MONITOR COMPANY
Registration Number:	3725923	MONITOR GROUP
Registration Number:	3395996	MONITOR TECHNOLOGIES
Registration Number:	3529085	NETWORKSCAN
Registration Number:	3130932	OBSERVATION DECK
Registration Number:	3399543	ORGANIZATIONSCAN
Registration Number:	2787262	ORGANIZING TO WIN
Registration Number:	2978263	PROFITQUEST
Registration Number:	2442994	STRATEGIC CHOICE STRUCTURING
Registration Number:	3635760	TEAMADVANTAGE
Registration Number:	3620919	TEAMMONITOR
Serial Number:	77941380	HIGH PERFORMANCE BUREAUCRACY
Serial Number:	77941416	MONITOR BUREAUCRACY INDEX

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333624-9
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/25/2011

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TRADEMARK SECURITY AGREEMENT

October 25, 2011

WHEREAS, Monitor Company Group Limited Partnership, a Delaware limited partnership, (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, reference is made to that certain Investment Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Investment Agreement**"; unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to them in the Investment Agreement), by and among the Grantor, the other Credit Parties party thereto, including Grantor, Caltius Partners IV, LP, a Delaware limited partnership, as Agent for the Holders party thereto (in such capacity, the "**Agent**") and the Holders; and

WHEREAS, pursuant to (i) a Security Agreement dated as of the date hereof to which the Grantor is a party (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and (ii) certain other Security Documents (including this Copyright Security Agreement), the Grantor has secured certain of its obligations of the Borrower and secured such guarantee (the "**Grantor's Secured Obligations**") by granting to the Agent, for the ratable benefit of the Holders and the Agent, a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Copyright Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Agent, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with

the use of, or symbolized by, each trademark licensed pursuant thereto;
and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Agent's name, from time to time, in the Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

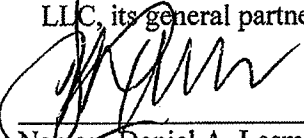
Except to the extent expressly permitted in the Security Agreement to which the Grantor is a party or the Investment Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Agent pursuant to the Security Agreement to which the Grantor is a party. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement to which the Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

MONITOR COMPANY GROUP LIMITED
PARTNERSHP

By: MONITOR COMPANY GROUP GP
LLC, its general partner

By: 
Name: Daniel A. Lasman
Title: Treasurer, Chief Financial
Officer and Assistant Secretary

[Trademark Security Agreement]

TRADEMARK
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CALTIVUS PARTNERS IV, LP, as Agent

By: CP IV, LP, its general partner

By:  _____

Name: Michael Kane

Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 004647 FRAME: 0980

Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Adaptive Overhead	2,798,690	23-Dec-2003
Advantage Curves	2,817,809	24-Feb-2004
AFV	3,920,132	15-Feb-2011
Brand Intent	2,738,644	15-Jul-2003
Brandmonitor	2,375,107	08-Aug-2000
Configuring For Advantage	2,458,330	05-Jun-2001
Cost Archeology	3,428,031	13-May-2008
Economic Value Estimation	3,356,324	18-Dec-2007
EVE	2,388,137	19-Sep-2000
Expectations-Based Management	2,987,702	23-Aug-2005
Experience Monitor	3,230,442	17-Apr-2007
Fastforward	3,276,833	07-Aug-2007
Faultlines	3,545,041	09-Dec-2008
Futuremonitor	3,327,300	30-Oct-2007
GBN	3,310,959	16-Oct-2007
Geometry Of Competition	2,643,997	29-Oct-2002
Global Business Network	3,400,723	25-Mar-2008
Growth Through Innovation	3,765,942	30-Mar-2010
Innovation Monitor	3,518,138	14-Oct-2008
Lattice Partners	3,175,324	21-Nov-2006
Monitor	3,725,924	15-Dec-2009
Monitor 360	3,701,673	27-Oct-2009
Monitor Company	2,490,490	18-Sep-2001
Monitor Group	3,725,923	15-Dec-2009
Monitor Technologies	3,395,996	11-Mar-2008
Networkscan	3,529,085	04-Nov-2008
Observation Deck	3,130,932	15-Aug-2006

Organizationscan	3,399,543	18-Mar-2008
Organizing To Win	2,787,262	25-Nov-2003
Profitquest	2,978,263	26-Jul-2005
Strategic Choice Structuring	2,442,994	10-Apr-2001
Teamadvantage	3,635,760	09-Jun-2009
Teammonitor	3,620,919	12-May-2009

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>
High Performance Bureaucracy	77/941,380
Monitor Bureaucracy Index	77/941,416