

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crisis Prevention Institute, Inc.		11/18/2011	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	500 W Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1649062	CPI	
Registration Number:	3292865	CRISIS PREVENTION INSTITUTE	
Registration Number:	3281934	IANCICI	
Registration Number:	2016839	NONVIOLENT CRISIS INTERVENTION	
Registration Number:	3060909	PREPARE TRAINING	
Registration Number:	2999049	RESPECT, SERVICE AND SAFETY AT WORK	
Registration Number:	1988274	STREET SMART FROM 9 TO 5	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$190.00 1649062

**900207537**

**TRADEMARK**  
**REEL: 004663 FRAME: 0157**

ATTORNEY DOCKET NUMBER:	207170-470
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	11/18/2011
Total Attachments: 9 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2011, is made by Crisis Prevention Institute, Inc., a Wisconsin corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative 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 Credit Agreement dated as of the date hereof (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the “Credit Agreement”) among the Grantor, Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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, 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. 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 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 Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks except any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed), including, without limitation, those referred to on Schedule 1 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 foregoing 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and 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. Counterparts. This 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.

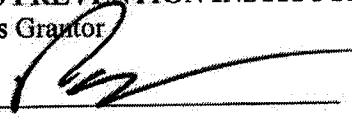
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

-- Remainder of Page Intentionally Left Blank; Signature Pages Follow --

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

Very truly yours,

**CRISIS PREVENTION INSTITUTE,  
INC., as Grantor**

By:   
Name: Peter W. Klein  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By 

Name: Scott Garlinghouse

Title: Duly Authorized Signatory

## SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

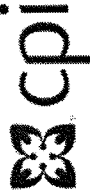
Mark	Jurisdiction	Class	Filing Date	App. No.	Reg. No.	Reg. Date	STATUS
CPI	Benelux	41	09/24/1997	00901614	627,862	09/24/1997	Registered
CPI	US	41	06/01/1990	74/064968	1,649,062	06/25/1991	Registered
CPI	Germany	41	04/25/1995	39517594.1	DE39517594	03/26/2007	Registered
CPI (stylized)	Australia	41	04/20/1995	659099	659099	04/20/1995	Registered
CPI (stylized)	N. Zealand	41	04/13/1995	248102	248102	01/14/1998	Registered
CPI	UK	41	04/12/1995	2017468	2017468	03/07/1997	Registered
CPI	Ireland	41	03/04/2005	2005/00499	233204	07/01/2006	Registered
CPI	Canada	41	02/01/1991	675944-00	TMA440410	03/17/1995	Registered
CPI	Wisconsin	41			20,105,001,975	04/28/2010	Registered
CPI NONVIOLENT CRISIS INTERVENTION	N. Zealand	41	09/25/1997	282769	09/07/2000	282769	Registered
CPI RESPECT, SERVICE AND SAFETY AT WORK	UK	41	03/31/2004	2359824	06/10/2005	2359824	Registered
CRISIS PREVENTION INSTITUTE	US	41	11/03/2006	77/036704	3,292,865	09/18/2007	Registered *2(f) (disclaims "institute")
IANCICI	US	41	11/03/2006	77/036508	3,281,934	08/21/2007	Registered

Mark	Jurisdiction	Class	Filing Date	App. No.	Reg. No.	Reg. Date	STATUS
NONVIOLENT CRISIS INTERVENTION	US	41	12/02/1994	74/606473	2,016,839	11/19/1996	Registered *2(f) (disclaims "crisis intervention")
NONVIOLENT CRISIS INTERVENTION	Canada	41; 42	03/04/2005	1249501-00	TMA732999	01/22/2009	Registered *disclaims "crisis intervention"
NONVIOLENT CRISIS INTERVENTION	Ireland	41	02/11/1998	1998/00524	n/a	n/a	Inactive *withdrawn 08/24/2000
NONVIOLENT CRISIS INTERVENTION	Ireland	41	03/04/2005	AN:2005/00500	n/a	n/a	Inactive *refused 04/30/2007
NONVIOLENT CRISIS INTERVENTION	UK	41	09/23/1997	AN:2146502	n/a	n/a	Inactive *archived
NONVIOLENT CRISIS INTERVENTION	UK	41	03/04/2005	AN:2386154	n/a	n/a	Inactive *Archived
NONVIOLENT CRISIS INTERVENTION	Japan	41	10/28/1998	AN:1998092885	RN:0004341101	12/03/1999	Registered



Mark	Jurisdiction	Class	Filing Date	App. No.	Reg. No.	Reg. Date	STATUS
NONVIOLENT CRISIS INTERVENTION (in Kanji)	Japan	41	10/28/1998	AN:2004047392	RN:0004904510	10/28/2005	Registered
PREPARE TRACK	Australia	9	04/01/2004	996081	996081	04/01/2004	Registered
PREPARE TRACK	Ireland	9	03/31/2004	2004/00749	229220	11/16/2004	Registered
PREPARE TRACK	Canada	9	03/31/2004	1211788-00	TMA682781	03/02/2007	Registered
PREPARE TRACK	N. Zealand	9	04/01/2004	710500	710500	10/07/2004	Registered
PREPARE TRACK	UK	9; 41	03/31/2004	2359826	2359826	05/19/2006	Registered
PREPARE TRACK	US	42	11/20/2003	78/330805	n/a	n/a	Inactive
PREPARE TRAINING	N. Zealand	41	04/01/2004	733265	733265	06/08/2006	Registered
PREPARE TRAINING	UK	41	03/31/2004	2359825	2359825	05/19/2006	Registered
PREPARE TRAINING	Canada	41	03/31/2004	1211780-00	TMA684388	03/22/2007	Registered
PREPARE TRAINING	US	41	07/25/2003	78/278786	3,060,909	02/21/2006	Registered
PREPARE TRAINING	Australia	41	04/01/2004	996082	996082	04/01/2004	Registered
							(disclaims "training")
							(disclaims "training")

Mark	Jurisdiction	Class	Filing Date	App. No.	Reg. No.	Reg. Date	STATUS
RESPECT, SERVICE AND SAFETY AT WORK	US	41	09/29/2003	78/306681	2999049	09/20/2005	Registered
RESPECT, SERVICE AND SAFETY AT WORK	Canada	41	03/29/2004	1211435-00	TMA666184	06/16/2006	Registered (disclaims "work")
STREET SMART FROM 9 TO 5	US	41	05/01/1995	74/667852	1988274	07/23/1996	Registered
M.A.P.A	European Union	41; 44	11/29/2005	4767349	4767349	10/24/2006	Registered
NONVIOLENT CONFLICT RESOLUTION	US	41	12/02/1994	74/606535	n/a	n/a	Inactive * Abandoned failure to respond to office action 02/12/1996
APPLIED PHYSICAL TRAINING	US common law		n/a	n/a	n/a	n/a	ACTIVE
BLUE CARD	US common law		n/a	n/a	n/a	n/a	ACTIVE
CARE, WELFARE, SAFETY, AND SECURITY	US common law		n/a	n/a	n/a	n/a	ACTIVE
CH-3	US common law		n/a	n/a	n/a	n/a	ACTIVE

Mark	Jurisdiction	Class	Filing Date	App. No.	Reg. No.	Reg. Date	STATUS
CHILDREN'S CONTROL POSITION	US common law		n/a	n/a	n/a	n/a	ACTIVE
COPING MODEL	US common law		n/a	n/a	n/a	n/a	ACTIVE
CRISIS DEVELOPMENT MODEL	US common law		n/a	n/a	n/a	n/a	ACTIVE
PERSONAL SAFETY TECHNIQUES	US common law		n/a	n/a	n/a	n/a	ACTIVE
SUPPORTIVE STANCE	US common law		n/a	n/a	n/a	n/a	ACTIVE
TEAM CONTROL POSITION	US common law		n/a	n/a	n/a	n/a	ACTIVE
TRANSPORT POSITION	US common law		n/a	n/a	n/a	n/a	ACTIVE
VERBAL ESCALATION CONTINUUM	US common law		n/a	n/a	n/a	n/a	ACTIVE
EDUCATE. EMPOWER. ENRICH	US common law		n/a	n/a	n/a	n/a	ACTIVE
	US common law		n/a	n/a	n/a	n/a	ACTIVE