

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
HR SOLUTIONS INTERNATIONAL, INC.		12/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MANAGEMENT LLC, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85427878	ROE: RETURN ON ENGAGEMENT	
Registration Number:	4015412	EMPLOYEE ENGAGEMENT EMPORIUM	
Registration Number:	3277843	BEST IN CLASS	
Registration Number:	3243870	TURNING DATA INTO ACTION	
Registration Number:	2856880	SWEET 16	
Registration Number:	2957916	HR SOLUTIONS INTERNATIONAL	
Registration Number:	3924141	MAKE ENGAGEMENT HAPPEN	
Registration Number:	3730973	PERSONAL EMPLOYEE ENGAGEMENT REPORT (PEER)	
Registration Number:	3635047	ROADMAP TO EMPLOYEE ENGAGEMENT	
Registration Number:	3653030	MAGNETIC CULTURE	
Registration Number:	3470332	ACTIONPRO	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		

OP \$290.00 85427878

900208999

**TRADEMARK
 REEL: 004674 FRAME: 0326**

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.033
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/08/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 2, 2011, by and between HR SOLUTIONS INTERNATIONAL, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL MANAGEMENT LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 1, 2011, by and among Avatar International LLC, a Delaware limited liability company ("Operating Borrower"), Avatar Acquisition Company, a Delaware corporation ("Closing Date Borrower"; and, together with Operating Borrower, the "Borrowers"), the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders, as amended by that certain Consent and First Amendment to Credit Agreement (the "First Amendment") dated as of the date hereof (as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrowers;

WHEREAS, Borrowers, the other Loan Parties party thereto and Administrative Agent entered into that certain Security Agreement dated as of September 1, 2011, as modified by that certain Joinder to Security Agreement dated as of the date hereof by and between Grantor and Administrative Agent (as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, as a condition precedent to the effectiveness of the First Amendment, and pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

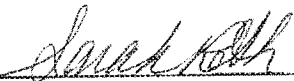
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

HR SOLUTIONS INTERNATIONAL, INC.

By: 
Name: Sarah G. Roth
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MANAGEMENT LLC,
as Administrative Agent

By: _____

Name: Gregory W. Cashman

Title: Chief Investment Officer

Schedule A

Trademarks

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
ROE: Return on Engagement	85/427878	9/21/11
Employee Engagement Emporium	4015412	08/23/11
Best in Class	3277843	08/07/07
Turning Data into Action	3243870	05/22/07
Sweet 16	2856880	06/22/04
HR Solutions International	2957916	05/31/05
Make Engagement Happen	3924141	02/22/11
Personal Employee Engagement Report (PEER)	3730973	12/29/09
Roadmap to Employee Engagement	3635047	06/09/09
Magnetic Culture	3653030	07/14/09
ActionPro	3470332	07/22/08