

## 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
Global Compliance Services, Inc.		12/30/2011	CORPORATION: DELAWARE
Employment Law Training, Inc.		12/30/2011	CORPORATION: CONNECTICUT
Brightline Compliance, LLC		12/30/2011	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	1826704	ALERTLINE	
Registration Number:	2301959	SERVICE INTELLIGENCE	
Registration Number:	2466575	WAVE	
Registration Number:	2474364	WAVEAMERICA	
Registration Number:	2502904	WAV AMERICA	
Registration Number:	2502905	WAVE	
Registration Number:	2773379	ALERTLINE	
Registration Number:	3494370	INTEGRILINK	
Registration Number:	3733037	MAKING THE WORLD A BETTER WORKPLACE	
Registration Number:	3741434	GLOBAL COMPLIANCE	
Registration Number:	3934625	GLOBAL COMPLIANCE	
Registration Number:	2600657	BRIGHTLINE COMPLIANCE	

Registration Number:	3662286	BRIGHTLINE
Registration Number:	2981636	CHANGING BEHAVIOR IN A CHANGING WORKPLACE
Serial Number:	85030689	CODE IN ACTION
Registration Number:	2508130	E ELT
Serial Number:	85482659	E E L T
Serial Number:	85030718	EEO 360
Registration Number:	2388228	ELT
Serial Number:	85030699	ETHICS 360
Registration Number:	2898031	LEGAL ENGINEERING
Serial Number:	85087853	POLICY IN ACTION
Registration Number:	2788107	E
Serial Number:	85030726	WAGE & HOUR 360
Registration Number:	2478364	WORKING PEOPLE
Serial Number:	85418956	WORKING PEOPLE NEWS
Serial Number:	85030708	WORKPLACE HARASSMENT 360

#### CORRESPONDENCE DATA

Fax Number: 3128637865

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

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.039
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/11/2012

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 30, 2011, by and between GLOBAL COMPLIANCE SERVICES, INC., a Delaware corporation ("GCS"), EMPLOYMENT LAW TRAINING, INC., a Delaware corporation ("ELT"), and BRIGHTLINE COMPLIANCE, LLC, a Virginia limited liability company ("Brightline", together with GCS and ELT each a "Grantor" and collectively, the "Grantors"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among ELT, GCS and certain of GCS' subsidiaries (collectively, the "Borrowers"), the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrowers;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Borrowers, the Loan Parties party thereto and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantors 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 respective Trademarks of each Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantors are 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, each 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. Each 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. Each 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.

**EMPLOYMENT LAW TRAINING, INC.,**  
a Delaware corporation

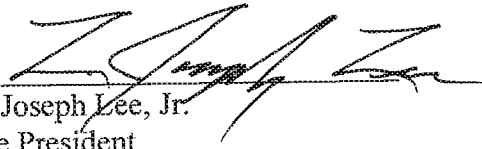
**GLOBAL COMPLIANCE SERVICES, INC.,**  
a Delaware corporation

**BRIGHTLINE COMPLIANCE, LLC,** a Virginia  
limited liability company

Each by: \_\_\_\_\_

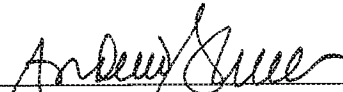
Name: L. Joseph Lee, Jr.

Title: Vice President

A handwritten signature in black ink, appearing to read "L. Joseph Lee, Jr.", is written over a horizontal line.

ACCEPTED AND ACKNOWLEDGED BY:

**GCI CAPITAL MARKETS LLC,**  
as Administrative Agent

By:   
Name: Andrew H. Steuerman  
Title: Senior Managing Director

## Schedule A

### U.S. Trademarks

Mark	Appln. No.	Filed	Regn. No.	Registered	Owner
ALERTLINE (Stylized)	74/375,029	4/1/1993	1,826,704	3/15/1994	Global Compliance Services, Inc.
SERVICE INTELLIGENCE	75/560,805	9/28/1998	2,301,959	12/21/1999	Global Compliance Services, Inc.
WAVE	75/814,436	10/4/1999	2,466,575	7/3/2001	Global Compliance Services, Inc.
WAVEAMERICA	75/814,692	10/4/1999	2,474,364	7/31/2001	Global Compliance Services, Inc.
WAV AMERICA	75/845,900	11/10/1999	2,502,904	10/30/2001	Global Compliance Services, Inc.
WAVE (Stylized)	75/846,164	11/10/1999	2,502,905	10/30/2001	Global Compliance Services, Inc.
ALERTLINE (Stylized & Design)	76/461,613	10/23/2002	2,773,379	10/14/2003	Global Compliance Services, Inc.
INTEGRILINK	76/665,229	8/28/2006	3,494,370	9/2/2008	Global Compliance Services, Inc.
MAKING THE WORLD A BETTER WORKPLACE	76/665,355	8/29/2006	3,733,037	1/5/2010	Global Compliance Services, Inc.
GLOBAL COMPLIANCE	76/665,228	8/28/2006	3,741,434	1/26/2010	Global Compliance Services, Inc.
GLOBAL COMPLIANCE (Stylized & Design)	76/665,227	8/28/2006	3,934,625	3/22/2011	Global Compliance Services, Inc.
ALERTLINE (Jurisdiction: EU)	559237	6/19/1997	559237	6/22/1999	Global Compliance Services, Inc.
INTEGRILINK	008477771	8/6/2009	008477771	2/1/2010	Global Compliance Services, Inc.
BRIGHTLINE COMPLIANCE	76/212466	2/20/2011	2600657	7/30/2002	Brightline Compliance, LLC
BRIGHTLINE	76/691002	7/2/2008	3662286	8/4/2009	Brightline Compliance, LLC
CHANGING BEHAVIOR IN A CHANGING WORKPLACE	76975887	3/8/02	2981636	8/2/05	Employment Law Training, Inc.
CODE IN ACTION	85030689	5/5/10			Employment Law Training, Inc.
E ELT	75980614	1/28/98	2508130	11/13/01	Employment Law Training, Inc.

Mark	Appl. No.	Filed	Regn. No.	Registered	Owner
EELT & Design	85482659	11/29/11			Employment Law Training, Inc.
EEO 360	85030718	5/5/10			Employment Law Training, Inc.
ELT	75424689	1/28/98	2388228	9/19/00	Employment Law Training, Inc.
ETHICS 360	85030699	5/5/10			Employment Law Training, Inc.
LEGAL ENGINEERING	78122409	4/17/02	2898031	10/26/04	Employment Law Learning Technologies, Inc.
POLICY IN ACTION	85087853	7/19/10			Employment Law Training, Inc.
Stylized E	76379963	3/8/02	2788107	12/2/03	Employment Law Training, Inc.
WAGE & HOUR 360	85030726	5/5/10			Employment Law Training, Inc.
WORKING PEOPLE	75565435	10/7/98	2478364	8/14/01	Employment Law Training, Inc.
WORKING PEOPLE NEWS	85418956	9/9/11			Employment Law Training, Inc.
WORKPLACE HARASSMENT 360	85030708	5/5/10			Employment Law Training, Inc.