

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
Ethicspoint, Inc.		03/01/2012	CORPORATION: WASHINGTON
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: 5			
Property Type	Number	Word Mark	
Serial Number:	85439179	INTEGRITY AT WORK	
Registration Number:	3035481	EP	
Registration Number:	3317554	SUSTAINABLE ETHICAL CULTURE	
Registration Number:	2939611	ETHICS POINT INTEGRITY AT WORK	
Registration Number:	2504591	ETHICSPPOINT	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		

OP \$140.00 85439179

ATTORNEY DOCKET NUMBER:	6483.039
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/24/2012
Total Attachments: 5 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	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 1, 2012, by and between ETHICSPPOINT, INC., a Washington corporation ("Grantor"), 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 Amended and Restated Credit Agreement dated as of the date hereof by and among ELT Holding Company, Inc., a Delaware corporation, EP Merger Sub, Inc., a Washington corporation, Employment Law Training, Inc., a Delaware corporation ("Administrative Borrower"), Global Compliance Services, Inc., a Delaware corporation, and certain of its subsidiaries (collectively, the "Existing Borrowers"), Grantor (collectively with the Existing Borrowers, 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 December 30, 2011, by and among Existing Borrowers, the Loan Parties party thereto and Administrative Agent, as amended by that certain Joinder Agreement dated as of the date hereof among Administrative Borrower, Grantor and Administrative Agent (as further amended, restated, supplemented or otherwise modified from time to time, 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 respective Trademarks of 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, 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.

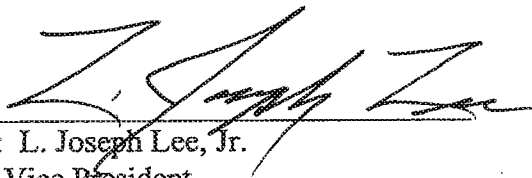
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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.

ETHICSPPOINT, INC.,
a Washington corporation (after giving effect to the
Merger on the Closing Date)

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent



By: _____

Name:  Gregory W. Cashman

Title: Authorized Signatory

Schedule A

U.S. Trademarks

Mark	Appl. No.	Filed	Regn. No.	Registered	Owner
INTEGRITY AT WORK	85439179	10/4/11			EthicsPoint, Inc.
EP 	78511576	11/4/04	3035481	12/27/05	EthicsPoint, Inc.
SUSTAINABLE ETHICAL CULTURE	78853969	4/4/06	3317554	10/23/07	EthicsPoint, Inc.
ETHICS POINT INTEGRITY AT WORK 	78197583	12/23/02	2939611	4/12/05	EthicsPoint, Inc.
ETHICSPPOINT	76208520	2/8/01	2504591	11/6/01	EthicsPoint, Inc.