

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
Policy Technologies International, Inc.		06/15/2012	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4018991	POLICY TECHNOLOGIES INTERNATIONAL, INC.	
Registration Number:	3529446	POLICY & PROCEDURE MANAGER	
Serial Number:	85376348	POLICYTECH	
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		
ATTORNEY DOCKET NUMBER:	6483.039		

OP \$90.00 4018991

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	06/28/2012
Total Attachments: 5 source=policy tm#page1.tif source=policy tm#page2.tif source=policy tm#page3.tif source=policy tm#page4.tif source=policy tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 15, 2012, by and between POLICY TECHNOLOGIES INTERNATIONAL, INC., an Idaho 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 March 1, 2012 by and among ELT Holding Company, Inc., a Delaware corporation, Employment Law Training, Inc., a Delaware corporation ("Administrative Borrower"), EthicsPoint, Inc., a Washington corporation, 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 further 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 other Loan Parties party thereto and Administrative Agent, as amended by that certain Joinder Agreement to Credit Agreement and Security 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.

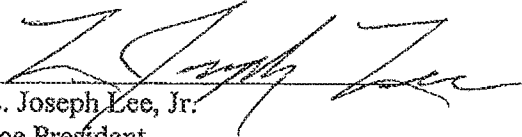
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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.

**POLICY TECHNOLOGIES INTERNATIONAL,
INC.,**
an Idaho corporation (after giving effect to the
PolicyTech Acquisition)

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

Trademarks

Mark	Appln. No.	Filed	Regn. No.	Registered	Owner/Applicant
POLICY TECHNOLOGIES INTERNATIONAL, INC.	85229252	1/28/11	4018991	8/30/11	Policy Technologies International, Inc., DBA PolicyTech
POLICYTECH	85376348	7/20/11			Policy Technologies International, Inc., DBA PolicyTech
POLICY & PROCEDURE MANAGER	77360271	12/27/07	3529446	11/4/08	Policy Technologies International, Inc., DBA PolicyTech