

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
Miller Heiman, Inc.		11/20/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1346842	CONCEPTUAL SELLING
Registration Number:	1346841	STRATEGIC SELLING
Registration Number:	1594615	LAMP
Registration Number:	3378594	FUNNEL SCORECARD
Registration Number:	3598528	LARGE ACCOUNT MANAGEMENT PROCESS
Registration Number:	3617607	MILLER HEIMAN SALES SYSTEM
Registration Number:	3859632	MILLER HEIMAN
Registration Number:	3510194	MILLER HEIMAN CERTIFIED PROFESSIONAL
Registration Number:	3566405	CHANNELPRO
Registration Number:	3566407	CHANNELPRO

CORRESPONDENCE DATA

Fax Number: 3129021061
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 1346842

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-556
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/20/2012

Total Attachments: 4

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Trademark Security Agreement

Trademark Security Agreement, dated as of November 20, 2012, by Miller Heiman, Inc. ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

Whereas, the Grantor is party to a Guaranty and Security Agreement dated as of November 20, 2012 (the "Security Agreement") in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks (other than Excluded Property); and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

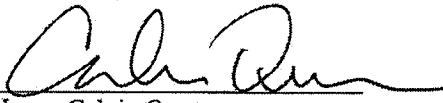
[Signature page follows]

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,

MILLER HEIMAN, INC.

By:



Name: Calvin Quan

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Amy K. Kelly
Title: Duly Authorized Signatory

Schedule I

U.S. TRADEMARKS

Mark	Jurisdiction	App./Reg. Number	App./Reg. Date
UNITED STATES			
CONCEPTUAL SELLING	U.S.	1346842	07/02/1985
STRATEGIC SELLING	U.S.	1346841	07/02/1985
LAMP	U.S.	1594615	05/01/1990
FUNNEL SCORECARD	U.S.	3378594	02/5/2008
LARGE ACCOUNT MANAGEMENT PROCESS	U.S.	3598528	03/31/2009
MILLER HEIMAN SALES SYSTEM	U.S.	3617607	05/05/2009
MILLER HEIMAN	U.S.	3859632	10/12/2010
MILLER HEIMAN CERTIFIED PROFESSIONAL	U.S.	3510194	09/30/2008
CHANNELPRO	U.S.	3566405	01/27/2009
CHANNELPRO	U.S.	3566407	01/27/2009