TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cunningham Lindsey U.S. Inc.		01/18/2013	CORPORATION:
Vale National Training Center, Inc.		01/18/2013	CORPORATION:
EFI Global, Inc.		01/18/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street
Internal Address:	Fifth Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3049542	1-800-ADJUST4
Registration Number:	2108707	1-800-ADJUST4
Registration Number:	3299038	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	3299039	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS
Registration Number:	2864830	EFI
Registration Number:	4053458	EFI GLOBAL
Registration Number:	3874367	EFI GLOBAL
Registration Number:	3874368	EFI GLOBAL
Registration Number:	4063786	EFI GLOBAL
Registration Number:	3131407	ENVIRONMENTAL SOLUTIONS
Registration Number:	3134499	ENVIRONMENTAL SOLUTIONS
Registration Number:	3299035	ESRS

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Registration Number:	3299036	ESRS
Registration Number:	0835673	ESTIMATICS
Registration Number:	3269871	FIREFACS
Registration Number:	3738383	GREEN RISK PROFESSIONAL
Registration Number:	3762369	GRP
Registration Number:	2255689	VALE NATIONAL
Registration Number:	3766169	VALE ONLINE
Registration Number:	3770000	VALE TRAINING SOLUTIONS
Registration Number:	3766170	VALE TRAINING SOLUTIONS
Registration Number:	3782028	VALE TRAINING SOLUTIONS
Registration Number:	3782029	VALE TRAINING SOLUTIONS
Registration Number:	3106539	WHERE LEARNING IS A HANDS-ON EXPERIENCE
Registration Number:	3655802	WHERE LEARNING IS ENGAGING
Registration Number:	4154800	WINDO
Registration Number:	3868844	GREEN RISK PROFESSIONAL
Registration Number:	3946687	GRP
Serial Number:	77689167	
Serial Number:	77676745	NO ADJUSTER LEFT BEHIND

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 2123108000

Email: jakub.biernacki@weil.com, brian.lee@weil.com

Correspondent Name: Jakub Biernacki

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	39971.0006 - J. BIERNACKI
NAME OF SUBMITTER:	Jakub Biernacki
Signature:	/Jakub Biernacki/
Date:	01/18/2013

Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "First Lien Trademark Security Agreement") dated as of January 18, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent (the "First Lien Collateral Agent") for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of December 10, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among CL Acquisition Corporation, a Texas corporation (which on the Closing Date merged with and into Cunningham Lindsey U.S. Inc., a Texas corporation (the "Company"), with the Company surviving such merger as the borrower (the "Borrower")), CL Intermediate Holdings I B.V., a private company with limited liability incorporated under the laws of the Netherlands ("Holdings"), the Lenders and Issuers party thereto from time to time and Bank of America, N.A., as First Lien Administrative Agent and First Lien Collateral Agent, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated as of December 10, 2012, made by the Grantors to the First Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this First Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this First Lien Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement.

SECTION 5. Release of Security. The First Lien Collateral Agent shall, promptly upon the reasonable request of the Grantors upon termination of the Security Agreement in accordance with Section 7.12 thereof, deliver to the Grantors (at such Grantors' sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this First Lien Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 7. Security Agreement. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 8. Governing Law. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE

EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the undersigned have executed this First Lien Trademark Security Agreement as of the date first above written.

Cunningham Lindsey U.S. Inc., as Grantor

By:_____
Name: Daniel Schulz
Title: Secretary

Vale National Training Center, Inc., as Grantor

By:_____
Name: Daniel Schulz
Title: Secretary

EFI Global, Inc., as Grantor

By:_____
Name: Daniel Schulz
Title: Secretary

BANK OF AMERICA, N.A., as First Lien Collateral Agent

By: _____

Name: Matthew Hichborn
Title: Assistant Vice President

SCHEDULE A

TRADEMARK APPLICATIONS:

Country	Title	Application No.	Application Date	Owner
U.S. Federal	Design Only	77689167	12-Mar-2009	Vale National Training Center, Inc.
U.S. Federal	NO ADJUSTER LEFT BEHIND	77676745	24-Feb-2009	Cunningham Lindsey U.S. Inc.

TRADEMARK REGISTRATIONS:

Country	Title	Application No.	Application Date	Reg. No.	Reg. Date	Owner
U.S. Federal	1-800-ADJUST4	78476680	31-Aug-2004	3049542	24-Jan-2006	Cunningham Lindsey U.S. Inc.
U.S. Federal	1-800-ADJUST4	75152325	19-Aug-1996	2108707	28-Oct-1997	Cunningham Lindsey U.S. Inc.
U.S. Federal	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	78600334	01-Apr-2005	3299038	25-Sep-2007	Cunningham Lindsey U.S. Inc.
U.S. Federal	CUNNINGHAM LINDSEY ENVIRONMENTAL SOLUTIONS	78600341	01-Apr-2005	3299039	25-Sep-2007	Cunningham Lindsey U.S. Inc.
U.S. Federal	EFI	78186335	18-Nov-2002	2864830	20-Jul-2004	EFI Global, Inc.
U.S. Federal	EFI GLOBAL	77764831	22-Jun-2009	4053458	08-Nov-2011	EFI Global, Inc.
U.S. Federal	EFI GLOBAL	77764835	22-Jun-2009	3874367	09-Nov-	EFI Global,

Country	Title	Application No.	Application Date	Reg. No.	Reg. Date	Owner
					2010	Inc.
U.S. Federal	EFI GLOBAL EFI Global	77764837	22-Jun-2009	3874368	09-Nov-2010	EFI Global, Inc.
U.S. Federal	EFI GLOBAL EFI Global	77764833	22-Jun-2009	4063786	29-Nov-2011	EFI Global, Inc.
U.S. Federal	ENVIRONMENTAL SOLUTIONS	78600314	01-Apr-2005	3131407	15-Aug-2006	Cunningham Lindsey U.S. Inc.
U.S. Federal	ENVIRONMENTAL SOLUTIONS	78600329	01-Apr-2005	3134499	22-Aug-2006	Cunningham Lindsey U.S. Inc.
U.S. Federal	ESRS	78600300	01-Apr-2005	3299035	25-Sep-2007	Cunningham Lindsey U.S. Inc.
U.S. Federal	ESRS	78600310	01-Apr-2005	3299036	25-Sep-2007	Cunningham Lindsey U.S. Inc.
U.S. Federal	ESTIMATICS	72234977	20-Dec-1965	0835673	19-Sep-1967	Vale National Training Center, Inc.
U.S. Federal	FIREFACS	78704913	31-Aug-2005	3269871	24-Jul-2007	EFI Global, Inc.
U.S. Federal	GREEN RISK PROFESSIONAL	77678710	26-Feb-2009	3738383	12-Jan-2010	Vale National Training Center, Inc.
U.S. Federal	GRP	77678716	26-Feb-2009	3762369	23-Mar-2010	Vale National Training Center, Inc.
U.S. Federal	VALE NATIONAL	75502876	15-Jun-1998	2255689	22-Jun-1999	Vale National Training Center, Inc.
U.S. Federal	VALE ONLINE	77676743	24-Feb-2009	3766169	30-Mar-2010	Cunningham Lindsey U.S. Inc. Dba Vale

Country	Title	Application No.	Application Date	Reg. No.	Reg. Date	Owner
						Training Solutions
U.S. Federal	VALE TRAINING SOLUTIONS Vale Training Solutions	77676746	24-Feb-2009	3770000	06-Apr-2010	Cunningham Lindsey U.S. Inc.
U.S. Federal	VALE TRAINING SOLUTIONS VALE TRAINING SOLUTIONS	77676750	24-Feb-2009	3766170	30-Mar-2010	Cunningham Lindsey U.S. Inc.
U.S. Federal	VALE TRAINING SOLUTIONS Vale Training Solutions	77558790	29-Aug-2008	3782028	27-Apr-2010	Vale National Training Center, Inc.
U.S. Federal	VALE TRAINING SOLUTIONS VALE TRAINING SOLUTIONS	77558795	29-Aug-2008	3782029	27-Apr-2010	Vale National Training Center, Inc.
U.S. Federal	WHERE LEARNING IS A HANDS-ON EXPERIENCE WHERE LEARNING IS A HANDS-ON EXPERIENCE	78657060	23-Jun-2005	3106539	20-Jun-2006	Vale National Training Center, Inc.
U.S. Federal	WHERE LEARNING IS ENGAGING WHERE LEARNING IS ENGAGING	77558800	29-Aug-2008	3655802	14-Jul-2009	Vale National Training Center, Inc.
U.S. Federal	WINDO	85134644	21-Sep-2010	4154800	05-Jun-2012	EFI Global, Inc.
U.S. Federal	GREEN RISK PROFESSIONAL	77825084	11-Sep-2009	3868844	26-Oct-2010	Vale National Training

Country	Title	Application No.	Application Date	Reg. No.	Reg. Date	Owner
						Center, Inc.
U.S. Federal	GRP	77825087	11-Sep-2009	3946687	19-Apr-11	Vale National Training Center, Inc.
U.S. State (Texas)	CUNNINGHAM LINDSEY Cunningham Lindsey	N/A	N/A	801187784	10-Dec-2009	Cunningham Lindsey U.S. Inc.
U.S. State (Texas)	CUNNINGHAM LINDSEY Cunningham Lindsey	N/A	N/A	58909	30-JUL-1999	Cunningham Lindsey U.S. Inc.