

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
Bay Group International, Inc.		03/25/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 10908F
Internal Address:	Attention: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3921743	100MINUTES
Registration Number:	1939386	BAYGROUP INTERNATIONAL
Registration Number:	4098814	BAYGROUP INTERNATIONAL
Registration Number:	3682208	BGIONDEMAND
Registration Number:	3882039	BGIWEBCOACH
Registration Number:	1729257	CONSTRUCTIVE CONTENTION
Registration Number:	1743639	CONSTRUCTIVE CONTENTION
Registration Number:	2396767	TENSION BREAKTHROUGH: CREATIVE SELF-INTEREST: COMPETITIVE RELATIONSHIP: COLLABORATIVE
Registration Number:	2396769	WINNING IN PRICE NEGOTIATIONS
Registration Number:	2396764	WINNING INSURANCE NEGOTIATIONS
Registration Number:	1729256	CONSTRUCTIVE CONTENTION
Registration Number:	1748928	CONSTRUCTIVE CONTENTION
Registration Number:	2939745	EMAILCOACH

CH \$740.00 3921743

Registration Number:	2932116	EMAIL COACH
Registration Number:	4196179	EXECUTING PROFITABLE GROWTH
Registration Number:	3204735	EXECUTING SALES STRATEGY
Registration Number:	2396766	FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL ESTEEM
Registration Number:	2396765	FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT" EXCESS COOPERATION BECOMES "FLIGHT" DISENGAGED
Registration Number:	2396763	MAKING THE CUSTOMER TEAM WORK
Registration Number:	2334371	MANAGEMENT REINFORCEMENT TOOLKIT
Registration Number:	3817381	SHOOTING STAR
Registration Number:	2337265	SITUATIONAL CLAIMS NEGOTIATION
Registration Number:	1565292	SITUATIONAL NEGOTIATION SKILLS
Registration Number:	3909772	SITUATIONAL NEGOTIATION SKILLS
Registration Number:	2337266	SITUATIONAL SALES NEGOTIATION
Registration Number:	2945914	SSN2: NEGOTIATING VALUE
Registration Number:	2396768	TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF-INTEREST: COMPETITIVE PROPOSE CONDITIONALLY TEST AND SUMMARIZE ASK OPEN QUESTIONS RELATIONSHIP: COLLABORATIVE
Serial Number:	85678883	SHOOTING STAR
Serial Number:	85570801	BAYGROUPOP

CORRESPONDENCE DATA

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-467-8856
Email: jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-674/1707/BAYGROUP
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	03/25/2013

TRADEMARK

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A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 25, 2013 (the "Effective Date"), to be effective at all times on and after the Effective Time of the Bay Group Merger, is entered into by and between **BAY GROUP INTERNATIONAL, INC.**, a California corporation ("Debtor"), whose principal place of business and mailing address is 2200 Larkspur Landing Circle, Larkspur, California 94939, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party").

RECITALS

A. Debtor entered into a Joinder Agreement, dated as of the same date hereof, with Lender, pursuant to which Debtor is liable for, and promises to pay, perform, and observe, all of the terms, covenants, conditions, obligations, liabilities, Indebtedness, and other Obligations of Corporate Visions, Inc., an Indiana corporation ("CVI"), under the Second Amended and Restated Credit Agreement, dated as of the same date hereof, between CVI and Lender (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement"). Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

B. It is a condition precedent to the making of the Loans under the Credit Agreement that Debtor grants the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. SECURITY INTERESTS; OBLIGATIONS: Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, and hereby assigns to Secured Party as collateral, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement.

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including

damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Debtor shall have the absolute right in its sole discretion (without any obligation to obtain Secured Party's prior consent) to license, as licensor, on a non-exclusive basis, any Trademarks (a "Non-Exclusive Trademark License") included in the Trademark Collateral. Debtor covenants and agrees that Debtor shall not license, as licensor, on an exclusive basis, any Trademarks (an "Exclusive Trademark License"; and collectively with Non-Exclusive Trademark Licenses, the "Trademark Licenses") included in the Trademark Collateral without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole discretion. Each such Exclusive Trademark License so granted shall be subject to the terms of this Agreement, including the termination provisions of Section 4(c).

(b) If an Event of Default occurs and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Non-Exclusive Trademark License whereupon all rights, interests and obligations of Debtor in and to and under the Non-Exclusive Trademark Licenses will revert to Secured Party. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, all rights, interests and obligations of Debtor in and to and under the Non-Exclusive Trademark Licenses will immediately revert with Debtor.

(c) If an Event of Default occurs and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under an Exclusive Trademark License notice terminating the Exclusive Trademark

Licenses, whereupon: (i) the Exclusive Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Exclusive Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Exclusive Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted, the Liens in favor of the Mezzanine Lenders under the Mezzanine Subordinated Debt Documents existing as of the Closing Date, and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth in Schedule I attached hereto is a complete and accurate list of all federally registered Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark;

(f) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge,

no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Secured Party has not given notice of a claim thereof against Debtor) and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request in good faith a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not

(i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Secured Party immediately in writing (i) of any information which Debtor has received, or may expect to receive, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor learns (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral material to its business; or (C) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Secured Party, should Debtor become aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(h) Debtor will pay all expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to

so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (I) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (II) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no

waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby

irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in the BGI Security Agreement or Secured Party’s rights or remedies respecting the “Collateral.”

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate (“Termination”) on the later to occur of: (1) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor) or (2) the termination of the Credit Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall, upon Debtor's request and at Debtor’s expense, promptly execute and deliver to Debtor proper documentation acknowledging such release and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

This Agreement is made and dated as of the Effective Date, to be effective at all times on and after the Effective Time of the Bay Group Merger.

[NOTE: THIS AGREEMENT CONTAINS A JURY TRIAL WAIVER PROVISION.]

BAY GROUP INTERNATIONAL, INC.

By: 
Jeffrey R. Clidence, Chief Financial Officer

FIFTH THIRD BANK

By: _____
Gregory S. Calhoun, Relationship Manager

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004990 FRAME: 0617

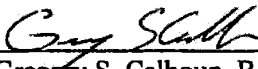
This Agreement is made and dated as of the Effective Date, to be effective at all times on and after the Effective Time of the Bay Group Merger.

[NOTE: THIS AGREEMENT CONTAINS A JURY TRIAL WAIVER PROVISION.]

BAY GROUP INTERNATIONAL, INC.

By: _____
Jeffrey R. Clidence, Chief Financial Officer

FIFTH THIRD BANK

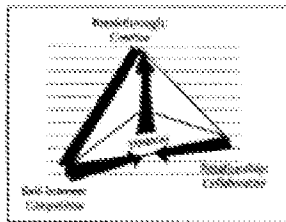
By:  _____
Gregory S. Calhoun, Relationship Manager


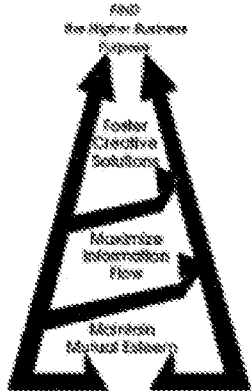
SCHEDULE I

TRADEMARKS AND LICENSES

Marks

U.S. Registration No.	Filing Date	Issue Date	Applicant Name	Mark
3,921,743	Nov. 30, 2009	Feb. 22, 2011	BAY GROUP INTERNATIONAL, INC.	100MINUTES
1,939,386	June 17, 1994	Dec. 5, 1995	BAY GROUP INTERNATIONAL	BAYGROUP INTERNATIONAL
4,098,814	June 29, 2008	Feb. 14, 2012	BAY GROUP INTERNATIONAL	BAYGROUP INTERNATIONAL
3,682,208	Aug. 13, 2008	Sept. 15, 2009	BAY GROUP INTERNATIONAL, INC.	BGIONDEMAND
3,882,039	June 3, 2008	Nov. 30, 2010	BAY GROUP INTERNATIONAL, INC.	BGIWEBCOACH
1,729,257	Apr. 29, 1991	Nov. 3, 1992	BAY GROUP, THE	 CONSTRUCTIVE CONTENTION
1,743,639	Apr. 29, 1991	Dec. 29, 1992	BAY GROUP, THE	 CONSTRUCTIVE CONTENTION

U.S. Registration No.	Filing Date	Issue Date	Applicant Name	Mark
2,396,767	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	
2,396,769	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Winning In Price Negotiations
2,396,764	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Winning Insurance Negotiations

U.S. Registration No.	Filing Date	Issue Date	Applicant Name	Mark
1,729,256	Apr. 29, 1991	Nov. 3, 1992	BAY GROUP, THE	CONSTRUCTIVE CONTENTION
1,748,928	Apr. 29, 1991	Jan. 26, 1993	BAY GROUP, THE	CONSTRUCTIVE CONTENTION
2,939,745	Sept. 19, 2003	Apr. 12, 2005	BAY GROUP INTERNATIONAL, INC.	 EMAIL COACH
2,932,116	Sept. 18, 2003	Mar. 8, 2005	BAY GROUP INTERNATIONAL, INC.	EMAIL COACH
4,196,179	Feb. 13, 2012	Aug. 21, 2012	BAY GROUP INTERNATIONAL, INC.	EXECUTING PROFITABLE GROWTH
3,204,735	May 2, 2005	Jan. 30, 2007	BAY GROUP INTERNATIONAL, INC.	EXECUTING SALES STRATEGY
2,396,766	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	

U.S. Registration No.	Filing Date	Issue Date	Applicant Name	Mark
2,396,765	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	
2,396,763	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Making the Customer Team Work
2,334,371	Apr. 6, 1998	Mar. 28, 2000	BAY GROUP INTERNATIONAL, INC.	Management Reinforcement Toolkit
3,817,381	Nov. 19, 2009	July 13, 2010	BAY GROUP INTERNATIONAL, INC.	SHOOTING STAR
2,337,265	Apr. 6, 1998	Apr. 4, 2000	BAY GROUP INTERNATIONAL, INC.	Situational Claims Negotiation
1,565,282	Jan. 26, 1989	Nov. 7, 1989	BAY GROUP, INC., THE	Situational Negotiation Skills
3,909,772	June 18, 2009	Jan. 25, 2011	BAY GROUP, INC., THE	SITUATIONAL NEGOTIATION SKILLS
2,337,266	Apr. 6, 1998	Apr. 4, 2000	BAY GROUP INTERNATIONAL, INC.	Situational Sales Negotiation
2,945,914	Sept. 18, 2003	May 3, 2005	BAY GROUP INTERNATIONAL, INC.	SSN2 NEGOTIATING VALUE
2,396,768	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	

Debtor has licensed the trademark rights to the “Culture in the Workplace™ Questionnaire” pursuant to that certain License Agreement dated January 1, 2009, by and between ITAP Americas, Inc., and Debtor.

Pending Trademark Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens/Title
SHOOTING STAR	85/678,883	07-17-2012	Pending	Pending	
BAYGROUPOPOM	85/570,801	03-15-2012	Pending	Pending	

Liens

None.