

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 |
|---------------------------------|----------|----------------|-----------------------|
| ESI International, Incorporated | | 09/30/2013 | CORPORATION: VIRGINIA |

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: 31

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3020363 | BAAPPRAISE |
| Registration Number: | 3037809 | BAAPPRAISE A KNOWLEDGE APPRAISAL |
| Registration Number: | 2186364 | ESI INTERNATIONAL |
| Registration Number: | 3050781 | ESI INTERNATIONAL BUILDING TALENT, DRIVI |
| Registration Number: | 3843746 | ESI'S REAL-TIME SOURCE |
| Registration Number: | 3296796 | MYESI |
| Registration Number: | 3380907 | PMAPPRAISE |
| Registration Number: | 2356080 | PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSES |
| Registration Number: | 2490301 | PROJECTFOCUS |
| Registration Number: | 2494647 | PROJECTFOCUS: A PROJECT MANAGEMENT METHO |
| Registration Number: | 2429496 | PROJECTFRAMEWORK |
| Registration Number: | 2432071 | PROJECTFRAMEWORK A PROJECT MANAGEMENT MA |
| Registration Number: | 2626892 | RAM |
| Serial Number: | 78477065 | BAAPPRAISE |

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| | | |
|----------------|----------|--|
| Serial Number: | 78477126 | BAAPPRAISE A KNOWLEDGE APPRAISAL |
| Serial Number: | 75109233 | ESI INTERNATIONAL |
| Serial Number: | 78558562 | ESI INTERNATIONAL BUILDING TALENT, DRIVI |
| Serial Number: | 77762398 | ESI'S REAL-TIME SOURCE |
| Serial Number: | 77079573 | MYESI |
| Serial Number: | 77201029 | PMAPPRAISE |
| Serial Number: | 75505478 | PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSES |
| Serial Number: | 76000911 | PROJECTFOCUS |
| Serial Number: | 75505477 | PROJECTFOCUS: A PROJECT MANAGEMENT METHO |
| Serial Number: | 75798010 | PROJECTFRAMEWORK |
| Serial Number: | 75548113 | PROJECTFRAMEWORK A PROJECT MANAGEMENT MA |
| Serial Number: | 76209308 | RAM |
| Serial Number: | 85518856 | LEARN FAST. GET RESULTS. |
| Serial Number: | 85518853 | SKILLSHARKS |
| Serial Number: | 85518854 | SKILLSHARKS |
| Serial Number: | 85518857 | SKILLSHARKS LEARN FAST. GET RESULTS. |
| Serial Number: | 85702815 | UGLY PROJECTS |

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.
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: | 10/01/2013 |

Total Attachments: 7

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TRADEMARK
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 30, 2013, by ESI International Incorporated, a Virginia corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

Whereas, the Grantor has executed that certain Joinder Agreement, dated as of the date hereof (the "Joinder") pursuant to which it became a party to that certain Guaranty and Security Agreement dated as of November 20, 2012 (as amended, restated, amended and restated or otherwise modified from time to time, 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 the Grantor:

- (a) Trademarks of the 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 Joinder and 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 pages follow]

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,


ESI INTERNATIONAL, INCORPORATED

By: 

Name: Calvin Quan
Title: Treasurer



AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Amy L. Krebs
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------|----------------------------|---|
| ESI International | 3020363 | BAAPPRAISE |
| ESI International | 3037809 | BAAPPRAISE A KNOWLEDGE APPRAISAL |
| ESI International | 2186364 | ESI INTERNATIONAL |
| ESI International | 3050781 | ESI INTERNATIONAL BUILDING TALENT, DRIVING RESULTS  |
| ESI International | 3843746 | ESI'S REAL-TIME SOURCE |
| ESI International | 3296796 | MYESI  |
| ESI International | 3380907 | PMAPPRAISE |
| ESI International | 2356080 | PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSESSMENT |
| ESI International | 2490301 | PROJECTFOCUS |
| ESI International | 2494647 | PROJECTFOCUS: A PROJECT MANAGEMENT METHODOLOGY |
| ESI International | 2429496 | PROJECTFRAMEWORK |
| ESI International | 2432071 | PROJECTFRAMEWORK A PROJECT MANAGEMENT MATURITY MODEL |
| ESI International | 2626892 | RAM |
| ESI International, Inc. | PENDING | LEARN FAST. GET RESULTS. |

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------|---------------------|--|
| ESI International, Inc. | PENDING | SKILLSHARKS |
| ESI International, Inc. | PENDING | SKILLSHARKS skillsharks |
| ESI International, Inc. | PENDING | SKILLSHARKS LEARN FAST. GET RESULTS. skillsharks <small>Learn Fast. Get Results.</small> |
| ESI International, Inc. | PENDING | UGLY PROJECTS |

Trademark Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|-------------------|--------------------|--|
| ESI International | 78477065 | BAAPPRAISE |
| ESI International | 78477126 | BAAPPRAISE A KNOWLEDGE APPRAISAL |
| ESI International | 75109233 | ESI INTERNATIONAL |
| ESI International | 78558562 | ESI INTERNATIONAL BUILDING TALENT, DRIVING RESULTS  |
| ESI International | 77762398 | ESI'S REAL-TIME SOURCE |
| ESI International | 77079573 | MYESI  |
| ESI International | 77201029 | PMAPPRAISE |
| ESI International | 75505478 | PMAPPRAISE: A KNOWLEDGE AND SKILLS ASSESSMENT |
| ESI International | 76000911 | PROJECTFOCUS |

| OWNER | APPLICATION NUMBER | TRADEMARK |
|-------------------------|--------------------|---|
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| ESI International | 75798010 | PROJECTFRAMEWORK |
| ESI International | 75548113 | PROJECTFRAMEWORK A PROJECT MANAGEMENT MATURITY MODEL |
| ESI International | 76209308 | RAM |
| ESI International, Inc. | 85518856 | LEARN FAST. GET RESULTS. |
| ESI International, Inc. | 85518853 | SKILLSHARKS |
| ESI International, Inc. | 85518854 | SKILLSHARKS skillsharks |
| ESI International, Inc. | 85518857 | SKILLSHARKS LEARN FAST. GET RESULTS. skillsharks <small>Learn Fast. Get Results.</small> |
| ESI International, Inc. | 85702815 | UGLY PROJECTS |