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
Arise Virtual Solutions Inc.		12/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	666 Fifth Ave., 18th fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4193049	VIRTUALIZE THE ENTERPRISE
Registration Number:	2392781	WILLOW
Registration Number:	2393759	WILLOW
Registration Number:	2682480	STARMATIC
Registration Number:	3520450	ARISE
Registration Number:	3539889	ARISE
Registration Number:	3520451	WORK. FREEDOM. TRUST. RESULTS.
Registration Number:	4093802	VTE
Registration Number:	4093800	UNDISPUTED TOP PERFORMANCE
Registration Number:	4093801	UTP
Serial Number:	85722883	ARISE
Registration Number:	4361083	NO BOUNDARIES, BETTER RESULTS
Registration Number:	4289006	
Registration Number:	4348155	

OP $365.00 4193049

CORRESPONDENCE DATA

Fax Number: 2123553333

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

Phone: 2124597136

Email: tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	128995.226374
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	12/24/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of December, 2013, by the Grantor listed on the signature pages hereof (the "Grantor"), and GOLUB CAPITAL LLC, in its capacity as administrative agent for and representative of the Secured Parties (together with its successors, in such capacities, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 23, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Credit Agreement") among Arise Holdings Inc., a Delaware corporation ("Holdings"), Arise Virtual Solutions Inc., a Delaware corporation (the "Borrower"), Arise eLearning Inc., a Delaware corporation ("eLearning"), the lenders from time to time party thereto as "Lenders" (each individual a "Lender" and collectively, the "Lenders"), and Administrative Agent, the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrower and the other Loan Parties as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of December 23, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Security Agreement, including by reference to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Encumbrances) in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all of the registered Trademarks and applications therefor (other than applications filed on an "intent-to-use" basis) owned by the Grantor including those referred to on Schedule I hereto;

all goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks; and

all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, (ii) injury to the goodwill associated with any such Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License with respect to any such Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed the Grantor to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademark registrations or applications therefor, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to Administrative Agent with respect to any such additional trademark registration granted after the date hereof in accordance with the Security Agreement. The Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement in accordance with the Security Agreement by amending Schedule I to include any such new trademark registration or applications therefor owned by the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. TERMINATION. The terms of Section 6.13 ("Termination") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile

transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

ARISE VIRTUAL SOLUTIONS INC.

By: _____

Name: Lisa Carstarphen

Title: Senior Vice President, Secretary & General Counsel

[Signature Page to the Trademark Security Agreement – U.S.]

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Administrative Agent

By: _____

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to the Trademark Security Agreement – U.S.]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Arise Virtual Solutions Inc.	U.S.	VIRTUALIZE THE ENTERPRISE	Reg. 4,193,049	Reg: August 21, 2012
Arise Virtual Solutions Inc.	U.S.	WILLOW (IC 35)	Reg. 2,392,781	Reg: October 10, 2000
Arise Virtual Solutions Inc.	U.S.	WILLOW (IC 41)	Reg. 2,393,759	Reg: October 10, 2000
Arise Virtual Solutions Inc.	U.S.	STARMATIC	Reg. 2,682,480	Reg: February 4, 2003
Arise Virtual Solutions Inc.	U.S.	ARISE (Word Mark)	Reg. 3,520,450	Reg: October 21, 2008
Arise Virtual Solutions Inc.	U.S.	ARISE and Design	Reg. 3,539,889	Reg: December 2, 2008
Arise Virtual Solutions Inc.	U.S.	WORK. FREEDOM. TRUST. RESULTS.	Reg. 3,520,451	Reg: October 21, 2008
Arise Virtual Solutions Inc.	U.S.	VTE	Reg. 4,093,802	Reg: January 31, 2012
Arise Virtual Solutions Inc.	U.S.	UNDISPUTED TOP PERFORMANCE	Reg. 4,093,800	Reg: January 31, 2012
Arise Virtual Solutions Inc.	U.S.	UTP	Reg. 4,093,801	Reg: January 31, 2012

Arise Virtual Solutions Inc.	U.S.	ARISE and Design	S/N. 85/722,883	App: September 7, 2012
Arise Virtual Solutions Inc.	U.S.	NO BOUNDARIES, BETTER RESULTS	Reg. 4,361,083	Reg: July 2, 2013
Arise Virtual Solutions Inc.	U.S.	Pinwheel ('745)	Reg. 4,289,006	Reg: February 12, 2013
Arise Virtual Solutions Inc.	U.S.	Pinwheel ('887)	Reg. 4,348,155	Reg: June 4, 2013
Arise Virtual Solutions Inc.	European Union	ARISE (word mark)	International Reg. No. 968020	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Liechtenstein	ARISE (word mark)	International Reg. No. 968020	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Russia	ARISE (word mark)	International Reg. No. 968020	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Singapore	ARISE (word mark)	International Reg. No. 968020	Reg: May 12, 2008
Arise Virtual Solutions Inc.	European Union	ARISE and Design	International Reg. No. 967978	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Liechtenstein	ARISE and Design	International Reg. No. 967978	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Russia	ARISE and Design	International Reg. No. 967978	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Singapore	ARISE and Design	International Reg. No. 967978	Reg: May 12, 2008
Arise Virtual	European Union	WORK. FREEDOM.	International Reg. No.	Reg:

Solutions Inc.		TRUST. RESULTS	968021	May 12, 2008
Arise Virtual Solutions Inc.	Liechtenstein	WORK. FREEDOM. TRUST. RESULTS	International Reg. No. 968021	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Russia	WORK. FREEDOM. TRUST. RESULTS	International Reg. No. 968021	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Singapore	WORK. FREEDOM. TRUST. RESULTS	International Reg. No. 968021	Reg: May 12, 2008
Arise Virtual Solutions Inc.	China	STARMATIC	International Reg. No. 981240	Reg: May 12, 2008
Arise Virtual Solutions Inc.	European Union	STARMATIC	International Reg. No. 981240	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Liechtenstein	STARMATIC	International Reg. No. 981240	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Russia	STARMATIC	International Reg. No. 981240	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Singapore	STARMATIC	International Reg. No. 981240	Reg: May 12, 2008
Arise Virtual Solutions Inc.	Liechtenstein	UNDISPUTED TOP PERFORMANCE	International Reg. No. 1106542	Reg: December 14, 2011
Arise Virtual Solutions Inc.	European Union	UTP	International Reg. No. 1104987	Reg: December 14, 2011
Arise Virtual	Liechtenstein	UTP	International	Reg:

Solutions Inc.			Reg. No. 1104987	December 14, 2011
Arise Virtual Solutions Inc.	Russia	UTP	International Reg. No. 1104987	Reg: December 14, 2011
Arise Virtual Solutions Inc.	Singapore	UTP	International Reg. No. 1104987	Reg: December 14, 2011
Arise Virtual Solutions Inc.	China	VTE	International Reg. No. 1106543	Reg: December 14, 2011
Arise Virtual Solutions Inc.	European Union	VTE	International Reg. No. 1106543	Reg: December 14, 2011
Arise Virtual Solutions Inc.	Liechtenstein	VTE	International Reg. No. 1106543	Reg: December 14, 2011
Arise Virtual Solutions Inc.	Russia	VTE	International Reg. No. 1106543	Reg: December 14, 2011
Arise Virtual Solutions Inc.	Singapore	VTE	International Reg. No. 1106543	Reg: December 14, 2011
Arise Virtual Solutions Inc.	Canada	UNDISPUTED TOP PERFORMANCE	Reg. No. TMA854,713	Reg: July 8, 2013
Arise Virtual Solutions Inc.	Canada	VTE	Reg. No. TMA854,712	Reg: July 8, 2013
Arise Virtual Solutions Inc.	Canada	VIRTUALIZE THE ENTERPRISE	Reg. No. TMA855,978	Reg: July 23, 2013
Arise Virtual Solutions Inc.	European Union	VIRTUALIZE THE ENTERPRISE	International Reg. No. 1104994	Reg: December 15, 2011
Arise Virtual	Liechtenstein	VIRTUALIZE THE	International Reg. No.	Reg: December 15,

Solutions Inc.		ENTERPRISE	1104994	2011
Arise Virtual Solutions Inc.	Singapore	VIRTUALIZE THE ENTERPRISE	International Reg. No. 1104994	Reg: December 15, 2011
Arise Virtual Solutions Inc.	Brazil	UNDISPUTED TOP PERFORMANCE (IC 35)	Application No. 831287586	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	UNDISPUTED TOP PERFORMANCE (IC 41)	Application No. 831287608	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	UTP (IC 35)	Application No. 831287624	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	UTP (IC 41)	Application No. 831287632	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	VTE (IC 35)	Application No. 831287640	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	VTE (IC 41)	Application No. 831287659	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	VIRTUALIZE THE ENTERPRISE (IC 35)	Application No. 831287667	App: December 21, 2011
Arise Virtual Solutions Inc.	Brazil	VIRTUALIZE THE ENTERPRISE (IC 41)	Application No. 831287683	App: December 21, 2011
Arise Virtual Solutions Inc.	European Union	ARISE UNDISPUTED TOP PERFORMANCE	Reg. No. 010888691	Reg: October 12, 2012
Arise Virtual Solutions Inc.	European Union	ARISE and Design	Reg. No. 011401114	Reg: April 17, 2013
Arise Virtual	European Union	Pinwheel (design)	Reg. No.	Reg:

Solutions Inc.			011401155	April 17, 2013
Arise Virtual Solutions Inc.	Canada	NO BOUNDARIES, BETTER RESULTS	Application No. 1613702	App: February 12, 2013
Arise Virtual Solutions Inc.	European Union	ARISE NO BOUNDARIES BETTER RESULTS	Reg. No. 011629797	Reg: July 17, 2013
Arise Virtual Solutions Inc.	Canada	ARISE and Design	Application No. 1617202	App: March 7, 2013
Arise Virtual Solutions Inc.	Canada	Pinwheel (design only)	Application No. 1617206	App: March 7, 2013