

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORKFORCE INSIGHT, LLC		04/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	1200 Hansen Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85232765	WFM NAVIGATOR	
Serial Number:	77039144	WORKFORCE INSIGHT	
Serial Number:	86030657	WORKFORCEIQ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-298-1000		
Email:	tmadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	013704/0001		
NAME OF SUBMITTER:	DANIEL E. KATTMAN		
SIGNATURE:	/dek/		
DATE SIGNED:	04/10/2014		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

April 4, 2014

WHEREAS, WORKFORCE INSIGHT, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 1600 Wynkoop Street, Suites 5A & 5B, Denver, Colorado 80202, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 1200 Hansen Road, Green Bay, WI 54304 (the "Bank") desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to the Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, by and between the Grantor and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule

A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Bank have been terminated, the Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Bank to any such obligation is or must be rescinded or returned by the Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by the Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to the Bank under the Security Agreement. The rights and remedies of the Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

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

GRANTOR:

WORKFORCE INSIGHT, LLC

By: [Signature]
Name: Bob Cooper
Title: Vice President

BANK:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of April, 2014 before me personally came _____ who, being by me duly sworn, did state as follows: that [s]he is _____ of the Grantor, that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Managers of said company.

Notary Public

STATE OF WISCONSIN)
) ss.:
COUNTY OF MILWAUKEE)

On this _____ day of April, 2014 before me personally came _____ who, being by me duly sworn, did state as follows: that he is a Senior Vice President of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK

REEL: 005258 FRAME: 0203

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

GRANTOR:

WORKFORCE INSIGHT, LLC

By: _____
Name: _____
Title: _____

BANK:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: Daniel Halzheiser
Title: SVP

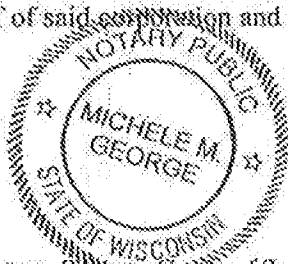
STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of April, 2014 before me personally came [_____] who, being by me duly sworn, did state as follows: that [s]he is [_____] of the Grantor, that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Managers of said company.

Notary Public

STATE OF WISCONSIN)
) ss.:
COUNTY OF MILWAUKEE)

On this 3rd day of April, 2014 before me personally came DANIEL HALZHEISER who, being by me duly sworn, did state as follows: that he is a Senior Vice President of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Michele M. George
Notary Public

Signature Page in Grant of Security Interest in United States Trademarks

SCHEDULE A

Trademark Name	Jurisdiction	Application No.	Application Date	Registration/ Serial No.	Country	Co. Name Held In.	Registration Date
WFM NAVIGATOR	US	85232765	02-Feb-2011	4016016	United States	Donald Giffels	23-Aug-2011
WORKFORCE INSIGHT	US	77039144	07-Nov-2006	3979881	United States	Workforce Insight, Inc.	21-Jun-2011
WORKFORCE IQ	US	86030657	6-Aug-2013	Pending	United States	N/A	Pending