

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talent Partners LLC		06/04/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2949097		
Registration Number:	2949098	TALENT PARTNERS	
Registration Number:	1750337	TALENT PARTNERS	
Registration Number:	1712083	TALENT PARTNERS	
Registration Number:	3395287	TRAFFIXWORKS	
Registration Number:	3379057	TRAFFIXWORKS	
Registration Number:	3850390	VITA	
Serial Number:	86199358	NABLE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	337968-116		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$215.00 2949097

SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/05/2014
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 4, 2014, is between **TALENT PARTNERS LLC**, a New York limited liability company (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

TALENT PARTNERS LLC, a New York limited liability company

By: 

Name: Wendy Katz

Title: Secretary

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: GC Advisors LLC, its sole member


By: 

Name: Robert G. Tuchscherer

Title: Managing Director

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Talent Partners LLC		US Federal	76492603	2/25/2003	2949097	5/10/2005
Talent Partners LLC	 talent PARTNERS	US Federal	76492604	2/25/2003	2949098	5/10/2005
Talent Partners LLC	TALENT PARTNERS	US Federal	74095208	9/10/1990	1750337	2/2/1993
Talent Partners LLC	TALENT PARTNERS	US Federal	74095207	9/10/1990	1712083	9/1/1992
Talent Partners LLC	TRAFFIXWORKS	US Federal	76634115	3/24/2005	3395287	3/11/2008
Talent Partners LLC	TRAFFIXWORKS <i>Design Mark</i>	US Federal	76634114	3/24/2005	3379057	2/5/2008
Talent Partners LLC	VITA	US Federal	77177807	5/10/2007	3850390	9/21/2010
Talent Partners LLC	nAble	US Federal	86199358	2/20/2014	N/A	Pending ITU
Talent Partners LLC	TALENT PARTNERS	Canada	067501900	2/1/1991	TMA431360	8/5/1994