

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVEX Global, Inc.		05/13/2014	CORPORATION: DELAWARE
NAVEX Global Holding Company		05/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85855794	NAVEX GLOBAL	
Serial Number:	86215209	POLICYTECH	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<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:	312.863.7266		
Email:	justin.debruyne@goldbergekohn.com		
Correspondent Name:	Justin DeBruyne		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.039		
NAME OF SUBMITTER:	Justin DeBruyne		
SIGNATURE:	/justin debruyne/		
DATE SIGNED:	06/13/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 13, 2014, by and among NAVEX Global, Inc., a Delaware corporation ("Borrower"), and NAVEX Global Holding Company, a Delaware corporation ("Holdings"; and together with Borrower, each a "Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 1, 2012 by and among Borrower, Holdings, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans, from time to time, to the Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as of December 30, 2011, by and among Borrower, Holdings, the other Loan Parties party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

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

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

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

6. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NAVEX GLOBAL, INC.

By: 

Name: L. Joseph Lee, Jr.

Title: Vice President

NAVEX GLOBAL HOLDING COMPANY

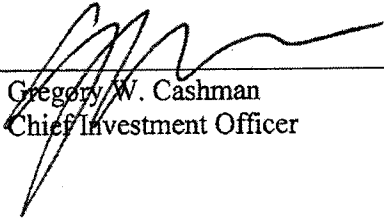
By: 

Name: L. Joseph Lee, Jr.

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Filed	Regn. No.	Registered	Owner/Applicant
NAVEX GLOBAL	85855794	Pending – Application filed 2/21/13	N/A	N/A	NAVEX Global Holding Company
POLICYTECH	86215209	Pending – Application filed 3/7/14	N/A	N/A	NAVEX Global, Inc.