

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VitalSmarts, LC		07/31/2014	LIMITED LIABILITY COMPANY: UTAH
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: 17			
Property Type	Number	Word Mark	
Registration Number:	4234440	CHANGE ANYTHING	
Registration Number:	4442476	CRUCIAL ACCOUNTABILITY	
Registration Number:	3992367	CRUCIAL CONFRONTATIONS	
Registration Number:	3629659	CRUCIAL CONFRONTATIONS	
Registration Number:	4207142	CRUCIAL CONVERSATIONS	
Registration Number:	3894043	CRUCIAL CONVERSATIONS	
Registration Number:	2707306	CRUCIAL CONVERSATIONS	
Registration Number:	3583304	CRUCIAL SKILLS	
Registration Number:	4078817	INFLUENCER TRAINING	
Registration Number:	4494405	INFLUENCER TRAINING	
Registration Number:	3219386		
Registration Number:	3307103	VITALSMARTS	
Registration Number:	4502532	VITALSMARTS	
Registration Number:	4568642	CULTURAL OPERATING SYSTEM	
Registration Number:	4568643	STORY COLLECTOR	
Serial Number:	86303054	SIX SOURCES OF INFLUENCE	
Serial Number:	85818493	SIX SOURCES	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4234440

Fax Number: 3129021061

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.

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:	207170-689
--------------------------------	------------

NAME OF SUBMITTER:	Oscar Ruiz
---------------------------	------------

SIGNATURE:	/Oscar Ruiz/
-------------------	--------------

DATE SIGNED:	07/31/2014
---------------------	------------

Total Attachments: 5

source=Trademark Security Agreement - VitalSmarts#page1.tif

source=Trademark Security Agreement - VitalSmarts#page2.tif

source=Trademark Security Agreement - VitalSmarts#page3.tif

source=Trademark Security Agreement - VitalSmarts#page4.tif

source=Trademark Security Agreement - VitalSmarts#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 31, 2014, by VitalSmarts, LC, a Utah limited liability company (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.

Trademark Security Agreement

[Signature pages follow]

Trademark Security Agreement

100874827v2

TRADEMARK
REEL: 005334 FRAME: 0500

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,

VITALSMARTS, LC

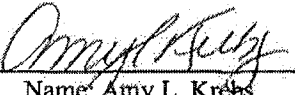
By: 

Name: Andrew Shimberg

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent



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

Trademark Security Agreement

TRADEMARK
REEL: 005334 FRAME: 0502

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
VitalSmarts, LC	4,234,440	Change Anything
VitalSmarts, LC	4,442,476	Crucial Accountability
VitalSmarts, LC	3,992,367	Crucial Confrontations
VitalSmarts, LC	3,629,659	Crucial Confrontations
VitalSmarts, LC	4,207,142	Crucial Conversations
VitalSmarts, LC	3,894,043	Crucial Conversations
VitalSmarts, LC	2,707,306	Crucial Conversations
VitalSmarts, LC	3,583,304	Crucial Skills
VitalSmarts, LC	4,078,817	Influencer Training
VitalSmarts, LC	4,494,405	Influencer Training
VitalSmarts, LC	3,219,386	
VitalSmarts, LC	3,307,103	VitalSmarts
VitalSmarts, LC	4,502,532	 VitalSmarts
VitalSmarts, LC	4,568,642	Cultural Operating System
VitalSmarts, LC	4,568,643	Story Collector

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
VitalSmarts, LC	86/303,054	Six Sources of Influence
VitalSmarts, LC	85/818,493	Six Sources