

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Executive Conversation, Inc.		08/27/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Corporation		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	MD# 10908F -- Attn: Structured Finance Group		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1893024	III DAY MBA	
<b>Registration Number:</b>	4535588	EXECUTIVE CONVERSATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8809		
<b>Email:</b>	behogue@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	Attn: Tanya Marie Curcio, Esq.		
<b>Address Line 4:</b>	Columbus, OHIO 43216		
<b>ATTORNEY DOCKET NUMBER:</b>	5252-674/0769/EXECUTIVE		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	09/05/2014		
<b>Total Attachments: 5</b>			
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**FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of August 27, 2014 (the "Effective Date"), by and between **EXECUTIVE CONVERSATION, INC.**, an Indiana corporation, f/k/a EC Acquisition Company and successor by merger to Executive Conversation, Inc., a Washington corporation ("Debtor"), whose principal place of business and mailing address is 1421 34<sup>th</sup> Avenue, Suite 300, Seattle, Washington 98122, and **FIFTH THIRD BANK**, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

**Preliminary Statements**

A. Debtor and Lender are parties to that certain Fourth Amended and Restated Credit Agreement dated as of July 1, 2014 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement and the transaction contemplated thereby, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of November 8, 2013 (as heretofore amended or otherwise modified, the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on November 11, 2013, in its records at Reel 5151, Frame 0887. Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

C. Pursuant to, and in accordance with, the terms of the Credit Agreement and the other Loan Documents, Lender requires that this Amendment be executed and delivered by Debtor.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the

“Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

**EXECUTIVE CONVERSATION, INC.**

By:   
Shaun Han, Chief Financial Officer, Treasurer  
and Assistant Secretary

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Gregory S. Calhoun, Director

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005357 FRAME: 0846**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date:

**EXECUTIVE CONVERSATION, INC.**

By: \_\_\_\_\_  
Shaun Han, Chief Financial Officer, Treasurer  
and Assitant Secretary

**FIFTH THIRD BANK**

By: Gregory S. Calhoun  
Gregory S. Calhoun, Director

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005357 FRAME: 0847**

**SUPPLEMENT TO SCHEDULE I**

**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
III DAY MBA (DESIGN)	74/511,903	04-13-1994	1,893,024	05-09-1995
EXECUTIVE CONVERSATION (DESIGN) (SQUARES)	85/726,559	09-11-2012	4,535,588	05-27-2014