

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sales Performance International, LLC		09/15/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Sales Performance Holding Company		09/15/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	4720 Piedmont Row Drive
Internal Address:	Suite 200
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3317668	SALES PERFORMANCE INTERNATIONAL
Registration Number:	3312104	SPI
Registration Number:	3799056	SPI SALES PERFORMANCE INTERNATIONAL
Registration Number:	3443201	SALESWIKI
Registration Number:	2866320	SOLUTION SELLING SALES MANAGEMENT
Registration Number:	2926028	9 BLOCK VISION PROCESSING MODEL
Registration Number:	2984454	PAIN CHAINS
Registration Number:	2984453	PAIN SHEETS
Registration Number:	2746939	SOLUTION SELLING
Registration Number:	2493630	SITUATIONAL FLUENCY PROMPTER
Registration Number:	1647233	SOLUTION SELLING

CORRESPONDENCE DATA

Fax Number: 7043425264

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: 704-342-5325

TRADEMARK

Email: rmcree@poynerspruill.com
Correspondent Name: M. Ruth McRee
Address Line 1: 301 South College Street
Address Line 2: Suite 2300
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 032001.0015000

NAME OF SUBMITTER: M. Ruth McRee

SIGNATURE: /ruth mcree/

DATE SIGNED: 09/18/2014

Total Attachments: 9

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Rider to Security Agreement --
Trademarks

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 15th day of September, 2014, by and among **SALES PERFORMANCE INTERNATIONAL, LLC**, a North Carolina limited liability company ("**SPI**"), with an address at 6201 Fairview Road, Suite 400, Charlotte, North Carolina 28210-4277, **SALES PERFORMANCE HOLDING COMPANY**, a Delaware corporation ("**SPH**"); and together with SPI, the "**Grantors**" and each a "**Grantor**"), and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at 4720 Piedmont Row Drive, Suite 200, Charlotte, North Carolina 28210. This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") among the Grantors and the Bank dated of even date herewith, and also into certain other financing documents and security agreements executed by and among the Grantors and the Bank (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

Each Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of each Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks of such Grantor, together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** Each Grantor represents, warrants and covenants that: (a) the Trademarks of such Grantor are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks of such Grantor, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments and covenants by such Grantor not to sue third persons; (d) such Grantor has the unqualified right to enter into this Rider and perform its terms; (e) such Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) such Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased, licensed or sold under the Trademarks; and (g) such Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Verification of Quality Control.** Each Grantor hereby grants to the Bank and its employees and agents the right to visit such Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. **Covenants.** Each Grantor further covenants to the Bank that until all of the Obligations under the Loan Documents have been paid in full in cash and the commitments of the Bank to the Grantors have been terminated in writing, (a) such Grantor will not enter into any agreements which are inconsistent with such Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (b) if such Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, such Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantors have not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantors shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** Except as expressly permitted by Section 5.5 of the Loan Agreement, each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks of such Grantor without prior written consent of the Bank. Each Grantor shall defend the Trademarks of such Grantor against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to such Trademarks, and will defend the lien and security interest of the Bank in the Trademarks against the claims or demands of all persons whatsoever.

7. **No Additional Trademarks.** As of the date hereof, no Grantor owns any Trademarks, or has any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. **Pledge of Additional Trademarks.** In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

Such Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of such Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, at any time after the occurrence and during the continuance of any Event of Default under the Loan Documents, Grantors hereby covenant and agree that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and during the existence of an Event of Default under the Loan Documents, each Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks of such Grantor or to grant or issue any exclusive or non-exclusive license under the Trademarks of such Grantor to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks of such Grantor to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations under the Loan Documents are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

10. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. **Termination of Agreement.** Upon payment in full in cash of the Obligations under the Loan Documents and the termination in writing of the Bank's commitments to the Grantors, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

13. **Prosecution of Trademark Applications.** Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks of such Grantor, in which event the Bank may, if such Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. **Responsibility and Liability.** Each Grantor assumes all responsibility and liability arising from the use of the Trademarks of such Grantor, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by such Grantor in connection with any of the Trademarks or otherwise arising out of such Grantor's operation of its business from the use of the Trademarks.

15. **Bank's Rights.** The Bank may, in its good faith credit judgment during the existing of an Event of Default under the Loan Documents, pay any amount or do any act required of any Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce any Grantor's obligations contained herein, the Trademarks, or the right, title and interest granted the Bank herein, and which any Grantor fails to do or pay.

and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. **Protection of the Trademarks.** Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark of such Grantor, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to such Trademarks, such Grantor shall promptly notify the Bank thereof.

17. **Additional Remedies.** During the existence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of any Grantor hereunder, in such Grantor's name or in the Bank's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

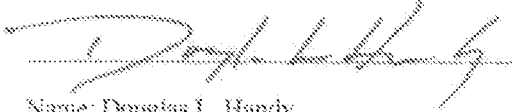
19. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission or in electronic format (e.g., "pdf" or "tif" file format) shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or in electronic format (e.g., "pdf" or "tif" file format).

[signatures on next page]

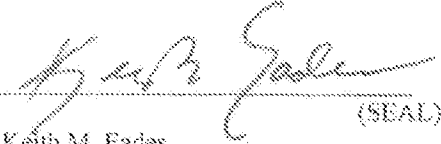
WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

SALES PERFORMANCE INTERNATIONAL,
LLC



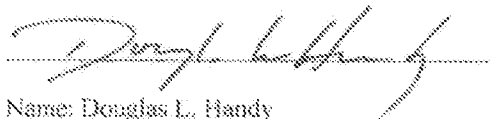
Name: Douglas L. Handy
Title: Chief Financial Officer

By:  (SEAL)

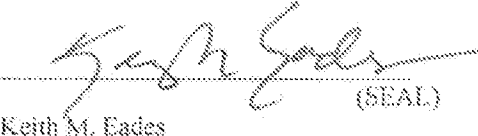
Name: Keith M. Eades
Title: President and Chief Executive Officer

WITNESS / ATTEST:

SALES PERFORMANCE HOLDING COMPANY



Name: Douglas L. Handy
Title: Chief Financial Officer

By:  (SEAL)

Name: Keith M. Eades
Title: President and Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION

By: _____ (SEAL)

Print Name: _____
Title: _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

SALES PERFORMANCE INTERNATIONAL,
LLC

By: _____
(SEAL)

Name: Douglas L. Handy
Title: Chief Financial Officer

Name: Keith M. Eades
Title: President and Chief Executive Officer

WITNESS / ATTEST:

SALES PERFORMANCE HOLDING COMPANY

By: _____
(SEAL)

Name: Douglas L. Handy
Title: Chief Financial Officer

Name: Keith M. Eades
Title: President and Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION


By: William M. Smith
(SEAL)

Print Name: William M. Smith
Title: Senior Vice President

STATE OF NC)
COUNTY OF Mecklenburg) ss:

On this, the 11 day of September, 2014, before me, a Notary Public, the undersigned officer, personally appeared KEITH M. EADES, who acknowledged himself to be the President and Chief Executive Officer of SALES PERFORMANCE INTERNATIONAL, LLC and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

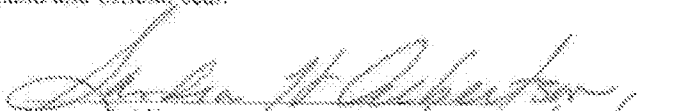

Notary Public Sandra H. Robertson

My commission expires:
March 27, 2015

STATE OF NC)
COUNTY OF Mecklenburg) ss:

On this, the 11 day of September, 2014, before me, a Notary Public, the undersigned officer, personally appeared KEITH M. EADES, who acknowledged himself to be the President and Chief Executive Officer of SALES PERFORMANCE HOLDING COMPANY and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public Sandra H. Robertson

My commission expires:
March 27, 2015

[signature page to Rider to Security Agreement-Trademarks]

Form 1011 -- Multistate Rev. 1/02

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

On this, the _____ day of September, 2014, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of SALES PERFORMANCE INTERNATIONAL, LLC and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

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

On this, the _____ day of September, 2014, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of SALES PERFORMANCE HOLDING COMPANY and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

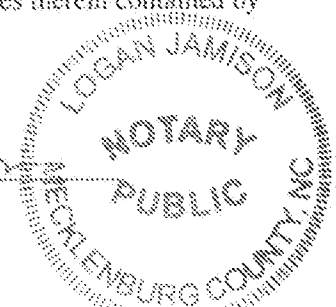
STATE OF North Carolina)
)
) ss:
COUNTY OF Melkenburg)

On this, the 12 day of September, 2014, before me, a Notary Public, the undersigned officer, personally appeared William M. Smith, who acknowledged himself/herself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Logan Jamison
Notary Public

My commission expires: 8/18/2016



SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

Trademark	Owner	App. No.	Reg. No.	Jurisdiction
SALES PERFORMANCE INTERNATIONAL	SPHC	78873187	3317668	US
SPI	SPHC	78873181	3312104	US
	SPHC	77847107	3799056	US
SALESWIKI	SPHC	77236842	3443201	US
SOLUTION SELLING SALES MANAGEMENT	SPHC	76524430	2866320	US
9 BLOCK VISION PROCESSING MODEL	SPHC	76496589	2926028	US
PAIN CHAINS	SPHC	76477546	2984454	US
PAIN SHEETS	SPHC	76477535	2984453	US
SOLUTION SELLING	SPHC	76457567	2746939	US
SITUATIONAL FLUENCY PROMPTER	SPHC	75664855	2493630	US
SOLUTION SELLING	SPHC	73795025	1647233	US
9 BLOCK VISION PROCESSING MODEL	SPHC	002985562		European Community
PAIN CHAINS	SPHC	003023827		European Community
PAIN SHEETS	SPHC	003024064		European Community
SITUATIONAL FLUENCY PROMPTER	SPHC	002986461		European Community
SALESWIKI	SPHC	006602692		European Community
SPI	SPHC	1127748		Australia
	SPHC	1127746		Australia
SALES PERFORMANCE INTERNATIONAL	SPHC	TMA73599		Canada
SOLUTION SELLING	SPHC	008630378		European Community
SPI ASIA	SPHC	T06/05587A		Singapore