

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323895

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NAVEX Global Holding Company | | 11/20/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Collateral Agent | | |
| Street Address: | 201 Merrit 7 | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06851 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4612096 | NAVEX GLOBAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 025646-0821 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 11/20/2014 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 4612096

TRADEMARK

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of November 20, 2014 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of General Electric Capital Corporation ("GECC"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NAVEX Acquisition, LLC, a Delaware limited liability company, (the "Initial Borrower") and upon consummation of the Closing Date Acquisition and as the successor entity pursuant to the Borrower Assumption, NAVEX Global, Inc., a Delaware corporation, as borrower (the "Borrower"), and upon the Guarantor Assumption, NAVEX Global Holding Company, a Delaware corporation ("Intermediate Holdings") and upon release as Initial Borrower, NAVEX Acquisition, LLC, a Delaware limited liability company ("Holdings"), each of Intermediate Holdings and Holdings as Guarantors, each of the other Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I therein) party thereto from time to time, the Lenders, GECC, as administrative agent for the Lenders (in such capacity, "Administrative Agent"), as Collateral Agent, as swing line lender (in such capacity, the "Swing Line Lender") and as the Issuing Bank..

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral 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 such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral");

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 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 Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

PLEDGORS

NAVEX GLOBAL HOLDING COMPANY,

By: Craig Stoehr
Name: Craig Stoehr
Title: Chief Financial Officer

NAVEX GLOBAL, INC.,

By: Craig Stoehr
Name: Craig Stoehr
Title: Chief Financial Officer

Accepted and Agreed:

**GENERAL ELECTRIC
CAPITAL CORPORATION,**
as Collateral Agent


By: *N B B*
Name: Nirmal B. Bivek
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| COUNTRY | MARK | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CURRENT OWNER OF RECORD |
|---------|--|----------|-----------|----------|-----------|------------------------------|
| U.S. | NAVEX GLOBAL | 85855794 | 2/21/13 | 4612096 | 9/30/14 | NAVEX Global Holding Company |
| U.S. | INTEGRILINK | 76665229 | 8/28/06 | 3494370 | 9/2/08 | NAVEX Global, Inc. |
| U.S. | AlertLine | 74375029 | 4/1/93 | 1826704 | 3/15/94 | NAVEX Global, Inc. |
| U.S. | ELT  | 85482659 | 11/29/11 | 4179009 | 7/24/12 | NAVEX Global, Inc. |
| U.S. | WORKING PEOPLE NEWS | 85418956 | 9/9/11 | 4138669 | 5/8/12 | NAVEX Global, Inc. |
| U.S. | POLICY IN ACTION | 85087853 | 7/19/10 | 4091816 | 1/24/12 | NAVEX Global, Inc. |
| U.S. | WORKPLACE HARASSMENT 360 | 85030708 | 5/5/10 | 4099674 | 2/14/12 | NAVEX Global, Inc. |
| U.S. | ETHICS 360 | 85030699 | 5/5/10 | 4099673 | 2/14/12 | NAVEX Global, Inc. |
| U.S. | CODE IN ACTION | 85030689 | 5/5/10 | 4091685 | 1/24/12 | NAVEX Global, Inc. |
| U.S. | WORKING PEOPLE | 75565435 | 10/7/98 | 2478364 | 8/14/01 | NAVEX Global, Inc. |
| U.S. | ELT | 75424689 | 1/28/98 | 2388228 | 9/19/00 | NAVEX Global, Inc. |
| U.S. | LEGAL ENGINEERING | 78122409 | | 2898031 | 10/26/04 | NAVEX Global, Inc. |
| U.S. | INTEGRITY AT WORK | 85439179 | 10/4/11 | 4150040 | 5/29/12 | NAVEX Global, Inc. |
| U.S. | EP  | 78511576 | 11/4/04 | 3035481 | 12/27/05 | NAVEX Global, Inc. |
| U.S. | ETHICS POINT INTEGRITY AT WORK ethics·point <small>Integrity at work</small> | 78197583 | 12/23/02 | 2939611 | 4/12/05 | NAVEX Global, Inc. |
| U.S. | MAKING THE WORLD A BETTER WORKPLACE | 76665355 | 8/29/06 | 3733037 | 1/5/10 | NAVEX Global, Inc. |
| U.S. | GLOBAL COMPLIANCE | 76665228 | 8/28/06 | 3741434 | 1/26/10 | NAVEX Global, Inc. |

| COUNTRY | MARK | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CURRENT OWNER OF RECORD |
|------------------------|--|-----------|-----------|-----------|------------|---|
| U.S. | GLOBAL COMPLIANCE  | 76665227 | 8/28/06 | 3934625 | 3/22/11 | NAVEX Global, Inc. |
| U.S. | ETHICSPPOINT | 76208520 | 2/8/01 | 2504591 | 11/6/01 | NAVEX Global, Inc. |
| U.S. | POLICY TECHNOLOGIES INTERNATIONAL, INC. | 85229252 | 1/28/11 | 4018991 | 8/30/11 | NAVEX Global, Inc. |
| U.S. | POLICY & PROCEDURE MANAGER | 77360271 | 12/27/07 | 3529446 | 11/4/08 | NAVEX Global, Inc. |
| European Community | ALERTLINE | 000559237 | 6/19/97 | 000559237 | 6/22/99 | Global Compliance Services, Inc. |
| European Community | INTEGRILINK | 008477771 | 8/6/09 | 008477771 | 2/1/10 | Global Compliance Services, Inc. |
| International Register | ETHICSPPOINT | 1129528 | 01/31/12 | 1129528 | 01/31/2012 | Ethicspoint, Inc. 6000 Meadows Road, Suite 200 Lake Oswego Or 97035 |
| U.S. | BRIGHTLINE | 76691002 | 7/2/2008 | 3662286 | 08/04/2009 | Brightline Compliance |

United States Trademark Applications:

| COUNTRY | MARK | APP. NO. | FILE DATE | REG. NO. | REG. DATE | CURRENT OWNER OF RECORD |
|---------|--------------|----------|-----------|----------|-----------|------------------------------|
| U.S. | POLICYTECH | 86215209 | 3/7/14 | | | NAVEX Global, Inc. |
| U.S. | GRC INSIGHTS | 85963922 | 6/19/13 | | | NAVEX Global Holding Company |