

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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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TRADEMARK

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second 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 Second Lien Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, waived, renewed, replaced 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 (as applicable, 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, and GECC, as administrative agent for the Lenders (in such capacity, "Administrative Agent") and as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second 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.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement are, pursuant to the provisions of the Intercreditor Agreement, expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Creditors (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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. Bivek*
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  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