

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNI Holdings, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
BNI Global, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
BNI Franchising, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
BNI Connect Global, LLC		12/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Eagle Fund III, L.P., as Administrative Agent		
Street Address:	1 N. Brentwood Blvd.		
Internal Address:	Suite 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED PARTNERSHIP: MISSOURI		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3439110	BNI	
Registration Number:	2233431	BNI	
Registration Number:	4494662	BNI	
Registration Number:	4436057	BUSINESS NETWORK INT'L	
Registration Number:	1805510	BNI THE BUSINESS NETWORK INTL.	
Registration Number:	3069990	GIVERS GAIN	
Registration Number:	3677755	LOCAL BUSINESS - GLOBAL NETWORK	
Registration Number:	3563283	CHANGING THE WAY THE WORLD DOES BUSINESS	
Registration Number:	3455604	INTERNATIONAL NETWORKING DAY	
Registration Number:	3416104	INTERNATIONAL NETWORKING WEEK	
Registration Number:	4022645	BNI CONNECT	
Registration Number:	4367366	BNI CORPORATE CONNECTIONS	

OP \$315.00 3439110

CORRESPONDENCE DATA**Fax Number:** 3146127874

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: 314-444-7600**Email:** tbranson@lewisrice.com**Correspondent Name:** Terri Branson**Address Line 1:** 600 Washington Ave., Suite 2500**Address Line 2:** Lewis, Rice & Fingersh, L.C.**Address Line 4:** St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	112769.62591
NAME OF SUBMITTER:	Terri Branson
SIGNATURE:	/Terri Branson/
DATE SIGNED:	12/19/2014

Total Attachments: 6

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "MEZZANINE SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 8, 2014 AMONG EAGLE FUND III, L.P., AS ADMINISTRATIVE AGENT FOR THE SENIOR SECURED PARTIES, EAGLE FUND III, L.P., AS ADMINISTRATIVE AGENT FOR THE SUBORDINATED SECURED PARTIES AND BNI GLOBAL, LLC; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE MEZZANINE SUBORDINATION AGREEMENT.

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2014 (this "Patent and Trademark Security Agreement") by BNI HOLDINGS, LLC, a Delaware limited liability company, BNI GLOBAL, LLC, a Delaware limited liability company, BNI FRANCHISING, LLC, a Delaware limited liability company, BNI CONNECT GLOBAL, LLC, a Delaware limited liability company, and any other Loan Party becoming a party hereto (individually and collectively, the "Grantor") in favor of EAGLE FUND III, L.P., a Missouri limited partnership, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, the Grantor, the Administrative Agent and the Lenders are entering into a Senior Subordinated Credit Agreement dated as of December 8, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Patent and Trademark Security Agreement in order to induce the Lenders to enter into and extend credit to BNI GLOBAL, LLC (the "Borrower") under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, the Grantor is a party to a Senior Subordinated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") in which the Grantor agreed, among other things, to grant to the Administrative Agent a Lien on and security interest in its intellectual property including a Lien on and security interest in its patent and/or trademark licenses (to the extent that such patent and/or trademark licenses are not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable. As used herein, the following terms shall have the following meanings:

"Patent" means all inventions (whether or not patentable), patent rights, shop rights, letters patent of the United States and other countries, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (a) all patent registrations, applications and

recordings whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or any international agreement, or otherwise, and (b) all reissues, renewals, reexaminations, continuations, continuations-in-part, extensions, supplementary protection certificates, provisionals, and divisionals thereof.

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or a “Statement of Use” pursuant to Section 1(d) of the Lanham Act with respect thereto), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or any international agreement, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Patent and Trademark License” means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Patent and/or any Trademark.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral.

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent a continuing and unconditional Lien and security interest, junior in priority only to the Lien and security interests of the Senior Lender securing the Senior Debt and subject to Permitted Liens, on and in all of the Grantor’s right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the “Patent and Trademark Collateral”):

(a) all of its Patents, Trademarks, and Patent and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, and each Patent and Trademark License; and

(d) all products, proceeds, rents, profits, and royalties of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Patent, Trademark or any right under any Patent and Trademark License or (ii) injury to the goodwill associated with any Patent, Trademark or any Patent and Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by the Grantor that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks or Patent and Trademark Licenses, and shall hold the Administrative Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Administrative Agent’s interest in such Patents, Trademarks or Patent and Trademark Licenses or any other action or failure to act in connection with this Patent

and Trademark Security Agreement. The Grantor shall remain liable for any and all claims by any Person that the conduct of the Grantor's business or products or processes of the Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The Lien and security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Lien and security interest in the Patent and 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. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. **Termination of Security Interest in Patent and Trademark Collateral.** This Patent and Trademark Security Agreement shall terminate upon the termination of the Security Agreement. The release of the Patent and Trademark Collateral shall be governed by the terms of the Security Agreement.

SECTION 6. **Counterparts.** This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent and Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 7. **Notices.** All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 9.01 of the Credit Agreement.

SECTION 8. **Modifications.** This Patent and Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Administrative Agent.

SECTION 9. **Applicable Law.** THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MISSOURI.

[Signature page follows.]

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

GRANTOR:

BNI GLOBAL, LLC

By Graham P. Wehmiller
Name: Graham P. Wehmiller
Title: President, Secretary and Treasurer

BNI FRANCHISING, LLC

By Graham P. Wehmiller
Name: Graham P. Wehmiller
Title: President, Secretary and Treasurer

BNI CONNECT GLOBAL, LLC

By Graham P. Wehmiller
Name: Graham P. Wehmiller
Title: President, Secretary and Treasurer

BNI HOLDINGS, LLC

By Graham P. Wehmiller
Name: Graham P. Wehmiller
Title: Chief Executive Officer and President

Accepted and Agreed:

EAGLE FUND III, L.P., as Administrative Agent

By: Eagle Fund III Partners, L.L.C., its general partner

By _____
Name: _____
Title: _____

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

GRANTOR:

BNI GLOBAL, LLC

By _____
Name: _____
Title: _____

BNI FRANCHISING, LLC

By _____
Name: _____
Title: _____

BNI CONNECT GLOBAL, LLC

By _____
Name: _____
Title: _____

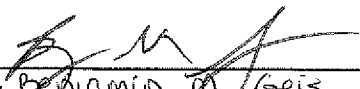
BNI HOLDINGS, LLC

By _____
Name: _____
Title: _____

Accepted and Agreed:

EAGLE FUND III, L.P., as Administrative Agent

By: Eagle Fund III Partners, L.L.C., its general partner

By  _____
Name: Benjamin M. Geis
Title: Director

SCHEDULE I

Trademarks and Trademark Applications

Trademarks	App. Serial. No. Filing Date	Reg. No. Reg. Date	Owner	Status
BNI	77129931 3/13/2007	3439110 6/3/2008	BNI Global, LLC	Registered
	75313880 6/24/1997	2233431 3/23/1999	BNI Global, LLC	Registered
	86022426 7/29/2013	4494662 3/11/2014	BNI Global, LLC	Registered
BUSINESS NETWORK INT'L	85895032 4/4/2013	4436057 11/19/2013	BNI Global, LLC	Registered
BNI THE BUSINESS NETWORK INT'L	74188406 7/25/1991	1805510 11/16/1993	BNI Global, LLC	Registered
GIVERS GAIN	76634682 3/31/2005	3069990 3/21/2006	BNI Global, LLC	Registered
LOCAL BUSINESS - GLOBAL NETWORK	77603077 10/29/2008	3677755 9/1/2009	BNI Global, LLC	Registered
CHANGING THE WAY THE WORLD DOES BUSINESS	77338601 11/28/2007	3563283 1/20/2009	BNI Global, LLC	Registered
International Networking Day and design 	78882193 5/12/2006	3455604 6/24/2008	BNI Global, LLC	Registered
International Networking Week and design 	78892434 5/25/2006	3416104 4/22/2008	BNI Global, LLC	Registered
BNI CONNECT	85240310 2/11/2011	4022645 9/6/2011	BNI Connect Global, LLC	Registered
BNI CORPORATE CONNECTIONS	85750685 10/10/2012	4367366 7/16/2013	BNI Global, LLC	Registered

Patents and Patent Applications

None.

[Schedule I to Senior Subordinated Patent and Trademark Security Agreement]

2039991

RECORDED: 12/19/2014

TRADEMARK
REEL: 005422 FRAME: 0996