

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel/Frame 4990/0606		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		05/29/2015	Banking corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bay Group International, Inc.		
<b>Street Address:</b>	2200 Larkspur Landing Circle		
<b>City:</b>	Larkspur		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94939		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3921743	100MINUTES	
<b>Registration Number:</b>	1939386	BAYGROUP INTERNATIONAL	
<b>Registration Number:</b>	4098814	BAYGROUP INTERNATIONAL	
<b>Registration Number:</b>	3682208	BGIONDEMAND	
<b>Registration Number:</b>	3882039	BGIWEBCOACH	
<b>Registration Number:</b>	1729257	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	1743639	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	2396767	TENSION BREAKTHROUGH: CREATIVE SELF-INTE	
<b>Registration Number:</b>	2396769	WINNING IN PRICE NEGOTIATIONS	
<b>Registration Number:</b>	2396764	WINNING INSURANCE NEGOTIATIONS	
<b>Registration Number:</b>	1729256	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	1748928	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	2939745	EMAILCOACH	
<b>Registration Number:</b>	2932116	EMAIL COACH	
<b>Registration Number:</b>	4196179	EXECUTING PROFITABLE GROWTH	
<b>Registration Number:</b>	3204735	EXECUTING SALES STRATEGY	
<b>Registration Number:</b>	2396766	FIND THE HIGHER BUSINESS PURPOSE FOSTER	
<b>Registration Number:</b>	2396765	FULLY ENGAGED CONSTRUCTIVE CONTENTION EX	
<b>Registration Number:</b>	2396763	MAKING THE CUSTOMER TEAM WORK	

CH \$740.00 3921743

Property Type	Number	Word Mark
Registration Number:	2334371	MANAGEMENT REINFORCEMENT TOOLKIT
Registration Number:	3817381	SHOOTING STAR
Registration Number:	2337265	SITUATIONAL CLAIMS NEGOTIATION
Registration Number:	1565292	SITUATIONAL NEGOTIATION SKILLS
Registration Number:	3909772	SITUATIONAL NEGOTIATION SKILLS
Registration Number:	2337266	SITUATIONAL SALES NEGOTIATION
Registration Number:	2945914	SSN2: NEGOTIATING VALUE
Registration Number:	2396768	TENSION BREAKTHROUGH: CREATIVE MAKE TRAD
Registration Number:	4319863	BAYGROUPOPOM
Serial Number:	85678883	SHOOTING STAR

**CORRESPONDENCE DATA**

**Fax Number:** 2149813400

*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:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** Dusan Clark, Esq.

**Address Line 1:** Sidley Austin LLP

**Address Line 2:** 2001 Ross Avenue, Suite 3600

**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 60665-30080

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 06/01/2015

**Total Attachments: 6**

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page1.tif

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page2.tif

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page3.tif

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page4.tif

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page5.tif

source=CVI - TrademarkRelease (K&E IP 5-27-15) (4990\_0606)\_(36338647\_1)#page6.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of May 29, 2015 ("Effective Date") by FIFTH THIRD BANK, for itself and as agent for each affiliate of Fifth Third Bancorp (the "Agent") in favor of BAY GROUP INTERNATIONAL, INC., a California corporation (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

**WHEREAS**, Grantor entered into a Joinder Agreement, dated as of March 25, 2013, pursuant to which Grantor guaranteed certain obligations of Corporate Visions, Inc. ("CVI") under a Second Amended and Restated Credit Agreement, dated as of March 25, 2013, between CVI and Agent (the "Credit Agreement");

**WHEREAS**, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated March 25, 2013 (the "Trademark Security Agreement") was (a) entered into by Grantor and the Agent to record the security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement) of Grantor, including, without limitation, those items set forth on Schedule A hereto, and (b) recorded with the United States Patent and Trademark Office on March 25, 2013, at Reel 4990, Frame 0606; and

**WHEREAS**, Grantor and Agent have agreed to a specific release of the security interest granted and recorded against the Trademark Collateral.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby (i) terminates the Trademark Security Agreement, other than with respect to any indemnification or other provisions therein which expressly survive the payment in full of the Obligations and termination of the Trademark Security Agreement, and releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Trademark Collateral, including, without limitation, those items set forth on Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) agrees that it shall execute all other documents and do all other acts reasonably requested by Grantor to relinquish and effect the release of such rights to Grantor; *provided that* all such documents shall be prepared, delivered, filed and recorded, and all such acts shall be done, in each case, at Grantor's expense; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under the Trademark Security Agreement with respect to the Trademark Collateral.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.

\* \* \* \* \*

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

**FIFTH THIRD BANK**

By:   
\_\_\_\_\_  
Gregory S. Calhoun, Assistant Vice President

**SCHEDULE A**

**TRADEMARKS AND LICENSES**

Marks

U.S. Registration No.	Application Date	Issue Date	Owner Name	Mark
3,921,743	Nov. 30, 2009	Feb. 22, 2011	BAY GROUP INTERNATIONAL, INC.	100 MINUTES
1,939,386	June 17, 1994	Dec. 5, 1995	BAY GROUP INTERNATIONAL, INC.	BAY GROUP INTERNATIONAL & Design
4,098,814	June 29, 2011	Feb. 14, 2012	BAY GROUP INTERNATIONAL	BAY GROUP INTERNATIONAL
3,682,208	Aug. 13, 2008	Sep. 15, 2009	BAY GROUP INTERNATIONAL, INC.	BGIONDEMAND
3,882,039	Aug. 13, 2008	Nov. 30, 2010	BAY GROUP INTERNATIONAL, INC.	BGIWEBCOACH
1,729,257	April 29, 1991	Nov. 3, 1992	BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION & Design
1,743,639	April 29, 1991	Dec. 29 1992	BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION & Design
2,396,767	April. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	TENSION BREAKTHROUGH: CREATIVE SELF-INTEREST: COMPETITIVE RELATIONSHIP: COLLABORATIVE

U.S. Registration No.	Application Date	Issue Date	Owner Name	Mark
				& Design
2,396,769	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Winning in Price Negotiations
2,396,764	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Winning Insurance Negotiations
1,729,256	April 29, 1991	Nov. 3, 1992	BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION & Design
1,748,928	April 29, 1991	Jan. 26, 1993	BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION & Design
2,939,745	Sep. 18, 2003	Apr. 12, 2005	BAY GROUP INTERNATIONAL, INC.	EMAILCOACH & Design
2,932,116	Sep. 18, 2003	Mar. 8, 2005	BAY GROUP INTERNATIONAL, INC.	EMAIL COACH
4,196,179	Feb. 13, 2012	Aug. 21, 2012	BAY GROUP INTERNATIONAL, INC.	EXECUTING PROFITABLE GROWTH
3,204,735	May 2, 2005	Jan. 30, 2007	BAY GROUP INTERNATIONAL, INC.	EXECUTING SALES STRATEGY
2,396,766	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL ESTEEM & Design

U.S. Registration No.	Application Date	Issue Date	Owner Name	Mark
2396765	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT" EXCESS COOPERATION BECOMES "FLIGHT" DISENGAGED (& Design)
2396763	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	Making the Customer Team Work
2334371	Apr. 6, 1998	Mar. 28, 2000	BAY GROUP INTERNATIONAL, INC.	Management Reinforcement Toolkit
3817381	Nov. 19, 2009	July 13, 2010	BAY GROUP INTERNATIONAL, INC.	SHOOTING STAR
2337265	Apr. 6, 1998	Apr. 4, 2000	BAY GROUP INTERNATIONAL, INC.	Situational Claims Negotiation
1565292	Jan. 26, 1989	Nov. 7, 1989	BAY GROUP INTERNATIONAL, INC.	Situational Negotiation Skills
3909772	June 18, 2009	Jan. 25, 2011	BAY GROUP INC., THE	SITUATIONAL NEGOTIATION SKILLS
2337266	Apr. 6, 1998	Apr. 4, 2000	BAY GROUP INTERNATIONAL, INC.	Situational Sales Negotiation
2945914	Sep. 18, 2003	May 3, 2005	BAY GROUP INTERNATIONAL, INC.	SSN2: NEGOTIATING VALUE

U.S. Registration No.	Application Date	Issue Date	Owner Name	Mark
2396768	Apr. 6, 1998	Oct. 24, 2000	BAY GROUP INTERNATIONAL, INC.	TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF-INTEREST: COMPETITIVE PROPOSE CONDITIONALLY TEST AND SUMMARIZE ASK OPEN QUESTIONS RELATIONSHIP: COLLATERATIVE and Design
4319863	Mar. 15, 2012	Apr. 16, 2013	BAY GROUP INTERNATIONAL, INC.	BAYGROUPOP

Debtor has licensed the trademark rights to the "Culture in the Workplace™ Questionnaire" pursuant to that certain License Agreement dated January 1, 2009, by and between ITAP Americas, Inc., and Debtor.

Pending Trademark Applications

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
SHOOTING STAR	85/678,883	07-17-2012	Pending	Pending