

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corporate Visions, Inc.		05/29/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2563310	POWER POSITIONING FOR THE ENTERPRISE	
Registration Number:	2653386	POWER MESSAGE EXPRESS	
Registration Number:	3013365	CVI	
Registration Number:	2664126	SELLINGSECRETS.COM	
Registration Number:	1916941	SAMURAI SELLING SYSTEM	
Registration Number:	1917768	DEMO MASTER	
Registration Number:	1780658	CORPORATE VISIONS	
Registration Number:	3190313	MESSAGE STUDIO	
Registration Number:	1998304	STORYMASTER	
Registration Number:	2052772	POWER MESSAGING	
Registration Number:	2072394	POWER POSITION	
Registration Number:	1935119	POWER DEMOS	
Registration Number:	3771485	POWERPLAYS	
Registration Number:	3771085	POWER POSITIONING	
Registration Number:	4170290	POINT OF VIEW PITCH	
Registration Number:	3632664	WHITEBOARDSELLING	
Registration Number:	3816401	WHITEBOARDTV	
Registration Number:	4641225	CONVERSATIONS THAT WIN	
Registration Number:	4644914	EXECUTIVE CONVERSATIONS	

CH \$490.00 2563310

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
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	06/01/2015
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Total Attachments: 5

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademark Security Agreement)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of May 29, 2015 is made by CORPORATE VISIONS, INC., an Indiana corporation (the “Grantor”) in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”), as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, CVI PARENT, INC., a Delaware corporation (“Holdings”), CVI MERGER SUB, INC., an Indiana corporation (the “Initial Borrower”), Grantor, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of May 29, 2015 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

CORPORATE VISIONS, INC.,
as Grantor

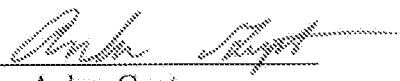
By: 
Name: Shaun Han
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005527 FRAME: 0667

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Ankur Gupta
Title: Duly Authorized Signatory

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005527 FRAME: 0668

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
CORPORATE VISIONS, INC.	POWER POSITIONING FOR THE ENTERPRISE	2563310
CORPORATE VISIONS, INC.	POWER MESSAGE EXPRESS	2653386
CORPORATE VISIONS, INC.	CVI (DESIGN)	3013365
CORPORATE VISIONS, INC.	SELLINGSECRETS.COM	2664126
CORPORATE VISIONS, INC.	SAMURAI SELLING SYSTEM	1916941
CORPORATE VISIONS, INC.	DEMO MASTER	1917768
CORPORATE VISIONS, INC.	CORPORATE VISIONS	1780658
CORPORATE VISIONS, INC.	MESSAGE STUDIO	3190313
CORPORATE VISIONS, INC.	STORY MASTER	1998304
CORPORATE VISIONS, INC.	POWER MESSAGING	2052772
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CORPORATE VISIONS, INC.	POWER DEMOS	1935119
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CORPORATE VISIONS, INC.	WHITEBOARDTV	3816401
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