

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bay Group International, Inc.		05/29/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3921743	100MINUTES	
<b>Registration Number:</b>	4098814	BAYGROUP INTERNATIONAL	
<b>Registration Number:</b>	1939386	BAYGROUP INTERNATIONAL	
<b>Registration Number:</b>	4319863	BAYGROUPOPOM	
<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>	1729256	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	1748928	CONSTRUCTIVE CONTENTION	
<b>Registration Number:</b>	2932116	EMAIL COACH	
<b>Registration Number:</b>	2939745	EMAILCOACH	
<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	
<b>Registration Number:</b>	2334371	MANAGEMENT REINFORCEMENT TOOLKIT	
<b>Registration Number:</b>	3817381	SHOOTING STAR	

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Property Type	Number	Word Mark
Registration Number:	2337265	SITUATIONAL CLAIMS NEGOTIATION
Registration Number:	3909772	SITUATIONAL NEGOTIATION SKILLS
Registration Number:	1565292	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:	2396767	TENSION BREAKTHROUGH: CREATIVE SELF-INTE
Registration Number:	2396769	WINNING IN PRICE NEGOTIATIONS
Registration Number:	2396764	WINNING INSURANCE NEGOTIATIONS

**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

<b>ATTORNEY DOCKET NUMBER:</b>	60665-30080
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	06/01/2015

**Total Attachments: 7**

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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 BAY GROUP INTERNATIONAL, INC., a California 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"), CORPORATE VISIONS, INC., an Indiana corporation (the "Borrower"), 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.

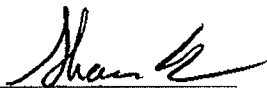
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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.

BAY GROUP INTERNATIONAL, INC.,  
as Grantor

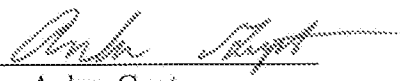
By:   
Name: Shaun Han  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005527 FRAME: 0697**

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: 0698**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
BAY GROUP INTERNATIONAL, INC.	100MINUTES	3921743
BAY GROUP INTERNATIONAL, INC.	BAYGROUP INTERNATIONAL	4098814
BAY GROUP INTERNATIONAL, INC.	BAYGROUP INTERNATIONAL (stylized)	1939386
BAY GROUP INTERNATIONAL, INC.	BAYGROUPOPOM	4319863
BAY GROUP INTERNATIONAL, INC.	BGIONDEMAND	3682208
BAY GROUP INTERNATIONAL, INC.	BGIWEBCOACH	3882039
BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION (DESIGN)	1729257
BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION (DESIGN)	1743639
BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION (stylized)	1729256
BAY GROUP INTERNATIONAL, INC.	CONSTRUCTIVE CONTENTION (stylized)	1748928
BAY GROUP INTERNATIONAL, INC.	EMAIL COACH	2932116
BAY GROUP INTERNATIONAL, INC.	EMAILCOACH (DESIGN)	2939745
BAY GROUP INTERNATIONAL, INC.	EXECUTING PROFITABLE GROWTH	4196179
BAY GROUP INTERNATIONAL, INC.	EXECUTING SALES STRATEGY	3204735
BAY GROUP INTERNATIONAL, INC.	FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL	2396766

Registered owner/ Grantor	Trademark	Registration No. or Application No.
BAY GROUP INTERNATIONAL, INC.	FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT" EXCESS COOPERATION BECOME...	2396765
BAY GROUP INTERNATIONAL, INC.	MAKING THE CUSTOMER TEAM WORK (stylized)	2396763
BAY GROUP INTERNATIONAL, INC.	MANAGEMENT REINFORCEMENT TOOLKIT (stylized)	2334371
BAY GROUP INTERNATIONAL, INC.	SHOOTING STAR	3817381
BAY GROUP INTERNATIONAL, INC.	SITUATIONAL CLAIMS NEGOTIATION (stylized)	2337265
BAY GROUP INTERNATIONAL, INC.	SITUATIONAL NEGOTIATION SKILLS	3909772
BAY GROUP INTERNATIONAL, INC.	SITUATIONAL NEGOTIATION SKILLS (stylized)	1565292
BAY GROUP INTERNATIONAL, INC.	SITUATIONAL SALES NEGOTIATION (stylized)	2337266
BAY GROUP INTERNATIONAL, INC.	SSN2: NEGOTIATING VALUE	2945914
BAY GROUP INTERNATIONAL, INC.	TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF- INTEREST: COMPETITIVE PROPOSE CONDITIONALLY TEST AND SUMMARIZE ASK OPEN QUESTIONS RELATIONSHIP:COLL ABORATIVE	2396768

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005527 FRAME: 0700**



Registered owner/ Grantor	Trademark	Registration No. or Application No.
BAY GROUP INTERNATIONAL, INC.	TENSION BREAKTHROUGH: CREATIVE SELF- INTEREST: COMPETITIVE RELATIONSHIP: COLLABORATIVE (DESIGN)	2396767
BAY GROUP INTERNATIONAL, INC.	WINNING IN PRICE NEGOTIATIONS (stylized)	2396769
BAY GROUP INTERNATIONAL, INC.	WINNING INSURANCE NEGOTIATIONS (stylized)	2396764

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]