

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORKFORCE INSIGHT, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4016016	WFM NAVIGATOR	
Registration Number:	3979881	WORKFORCE INSIGHT	
Registration Number:	4722200	WORKFORCEIQ	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Phone:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0099 - HESLA		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	06/30/2015		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 30th day of June, 2015 by **WORKFORCE INSIGHT, LLC**, a Delaware limited liability company, ("Grantor"), and **THE PRIVATEBANK AND TRUST COMPANY** ("Lender");

WITNESSETH:

WHEREAS, Grantor has entered into a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, providing for the extensions of credit to be made to Grantor by Lender and pursuant to which Grantor is required to execute and deliver to Lender this Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and its terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Loan Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

3. Representations and Warranties. Grantor hereby represents and warrants to Lender that, on the date hereof:

(i) All licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, tradestyles and trade names (collectively, “Intellectual Property”) and pending applications for registration of Intellectual Property owned by Grantor are valid, subsisting, unexpired and enforceable and have not been abandoned and, to Grantor’s knowledge, do not materially infringe the intellectual property rights of any other Person.

(ii) None of the Intellectual Property of Grantor is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.

(iii) No holding, decision or judgment has been rendered by any governmental authority against Grantor which limits, cancels or questions the validity of, or Grantor’s ownership interest in, any Intellectual Property owned by Grantor in any material respect.

(iv) No action or proceeding is pending, or, to the knowledge of Grantor, threatened (i) seeking to limit, cancel or question the validity of, or Grantor’s ownership interest in, any Intellectual Property owned by Grantor, or (ii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(v) Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of Grantor.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

WORKFORCE INSIGHT, LLC, a
Delaware limited liability company

By: 

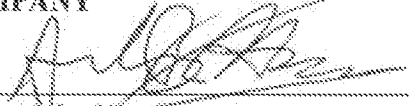
Name: Thomas E. Costello

Title: Vice President

(Signature Page to Patent and Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Name: John Hoesley
Title: Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

U.S. Trademark Registrations

Owner	Trademark	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Workforce Insight, LLC	WFM Navigator	4016016	85232765	02/02/11	08/23/11
Workforce Insight, LLC	Workforce Insight	3979881	77039144	11/07/06	06/21/11
Workforce Insight, LLC	Workforce IQ	4722200	86030657	08/06/13	04/21/15

State Trademark Registrations

None.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Patents

None.