

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TALENT PARTNERS, LLC		06/29/2015	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION., AS ADMINISTRATIVE AGENT
Street Address:	50 South Sixth Street, Suite 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2949097	
Registration Number:	2949098	TALENT PARTNERS
Registration Number:	1750337	TALENT PARTNERS
Registration Number:	1712083	TALENT PARTNERS
Registration Number:	3395287	TRAFFIXWORKS
Registration Number:	3379057	TRAFFIXWORKS
Registration Number:	3850390	VITA
Registration Number:	4657723	NABLE

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

TRADEMARK

ATTORNEY DOCKET NUMBER:	CRS1-40266
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	07/02/2015
Total Attachments: 5 source=40268#page1.tif source=40268#page2.tif source=40268#page3.tif source=40268#page4.tif source=40268#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of June 29, 2015 (this "Agreement"), between TALENT PARTNERS, LLC (the "Grantor") and Wilmington Trust, National Association, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of January 24, 2014, by and among Extreme Reach, Inc., as the Borrower, the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and (b) the Second Lien Pledge and Security Agreement dated as of February 7, 2014, as supplemented by Supplement No. 1 dated as of February 7, 2014, and as further supplemented by Supplement No. 2 dated as of June 15, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Additional Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. This 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 security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TALENT PARTNERS, LLC, as Grantor,

by



Name: *Michael C. Gross*

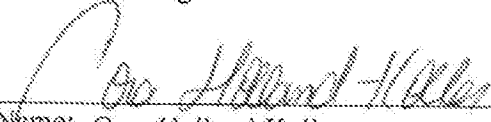
Title: *CFO*

[Signature Page to Second Lien Trademark Security Agreement]

[[3539120]]


TRADEMARK
REEL: 005568 FRAME: 0607

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Cora Holland-Koller
Title: Banking Officer

SCHEDULE I

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
Design Mark 	U.S. Federal	76492603 2/25/2004	2949097 5/10/2005	Registered	Talent Partners, LLC
TALENT PARTNERS  talent PARTNERS	U.S. Federal	76492604 2/25/2003	2949098 5/10/2005	Registered	Talent Partners, LLC
TALENT PARTNERS  TALENT PARTNERS	U.S. Federal	74095208 9/10/1990	1750337 2/2/1993	Registered	Talent Partners, LLC
TALENT PARTNER	U.S. Federal	74095207 9/10/1990	1712083 9/1/1992	Registered	Talent Partners, LLC
TRAFFIXWORKS	U.S. Federal	76634115 3/24/2005	3395287 3/11/2008	Registered	Talent Partners, LLC
TRAFFIXWORKS 	U.S. Federal	76634114 3/24/2005	3379057 2/5/2008	Registered	Talent Partners, LLC
VITA	U.S. Federal	77177807 5/10/2007	3850390 9/21/2010	Registered	Talent Partners, LLC
NABLE	U.S. Federal	86199358 2/20/2014	4657723 12/16/2014	Registered	Talent Partners, LLC