

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/19/2015	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Vistage Worldwide, Inc.
Street Address:	11452 El Camino Real, Suite 400
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1764791	TEC
Registration Number:	3287003	VISTAGE
Registration Number:	3287004	VISTAGE
Registration Number:	3287005	VISTAGE
Registration Number:	3287006	VISTAGE
Registration Number:	3716980	VISTAGE
Registration Number:	3357454	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3420168	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3345601	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3393048	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3694220	VISTAGE BETTER LEADERS DECISIONS RESULTS

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

Email: angie.wicker@alston.com

Correspondent Name: Laura Kees

Address Line 1: 1201 West Peachtree Street

TRADEMARK

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Laura Kees

SIGNATURE: /Laura Kees/

DATE SIGNED: 08/20/2015

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2015 (this "Agreement"), by BANK OF AMERICA, N.A., as collateral agent (together with its successors in such capacity, the "Collateral Agent") for each of the Secured Parties, pursuant to the Credit Agreement referred to below, is made in favor of Vistage Worldwide, Inc., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Collateral Agent, the Grantor, Vistage International, Inc., a Delaware corporation, and certain lenders and Bank of America, N.A., as administrative agent for such lenders, are parties to a certain Credit Agreement dated as of November 30, 2012 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other grantors executed a Pledge and Security Agreement, dated as of November 30, 2012 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), pursuant to which the Grantor executed a Trademark Security Agreement, dated November 30, 2012 (the "Trademark Security Agreement") and granted to the Collateral Agent a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademark collateral listed on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on January 9, 2013 at Reel 004939 and Frame 0412; and

WHEREAS, the Secured Obligations (as defined in the Credit Agreement) have been fully satisfied and, therefore, the Grantor has requested, and the Collateral Agent has agreed, that the Collateral Agent release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- (1) The Collateral Agent hereby releases its security interest in the Collateral Agent's rights, title and interest in and to the trademark collateral listed on Schedule A attached hereto and all other Trademark Collateral, as such rights, title and interest are granted in the Trademark Security Agreement.
- (2) The Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, all of the Collateral Agent's rights, title and interest in and to the trademark collateral listed

on Schedule A attached hereto and all other Trademark Collateral, as such rights, title and interest are granted in the Trademark Security Agreement.

- (3) This Agreement may be executed in any number of counterparts, each of which when executed and telecopied signatures (or signatures delivered via electronic mail or "pdf") will be deemed to be an original and all of which counterparts of this Agreement taken together will be deemed to be but one and the same instrument.
- (4) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

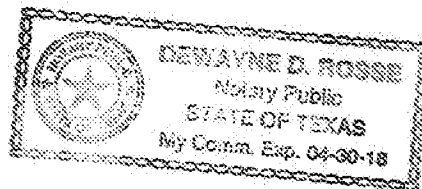
BANK OF AMERICA, N.A., as Collateral Agent

By: Maurice Washington
 Name: _____
 Title: **Maurice Washington**
Vice President

STATE OF Texas)
)
 COUNTY OF Dallas)

On the 11th day of August, 2015, before me, the undersigned, personally appeared Maurice Washington known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Delan D. Ross
 Notary Public







SCHEDULE A

Trademarks

SCHEDULE I
to Release of Trademark Security Agreement

Loan Party	Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
Vistage Worldwide, Inc.	TEC	United States of America	73788107	03/15/1989	1764791	04/13/1993	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732588	10/13/2005	3287003	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732596	10/13/2005	3287004	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732608	10/13/2005	3287005	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732619	10/13/2005	3287006	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732627	10/13/2005	3716980	11/24/2009	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>Leaders. Results. Decisions.®</small>	United States of America	78742602	10/28/2005	3357454	12/18/2007	Registered

Loan Party	Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>BETTER LEADERS • DECISIONS • RESULTS</small>	United States of America	78742606	10/28/2005	3420168	04/29/2008	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>BETTER LEADERS • DECISIONS • RESULTS</small>	United States of America	78742611	10/28/2005	3345601	11/27/2007	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>BETTER LEADERS • DECISIONS • RESULTS</small>	United States of America	78742615	10/28/2005	3393048	03/04/2008	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>BETTER LEADERS • DECISIONS • RESULTS</small>	United States of America	78742616	10/28/2005	3694220	10/06/2009	Registered