

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROSCI, INC.		10/30/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4621436	PREPARING FOR CHANGE MANAGING CHANGE REI	
Registration Number:	4012645	AWARENESS DESIRE KNOWLEDGE ABILITY REINF	
Registration Number:	4019522	ADKAR	
Registration Number:	4018750	PROSCI	
Registration Number:	2959461	ADKAR	
Registration Number:	2022283	PROSCI	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.345		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	11/02/2015		

OP \$165.00 4621436

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2015, by each of the undersigned (each a "Grantor" and, collectively, the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Prosci, Inc., Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to extend credit for the benefit of Grantors;

WHEREAS, to induce Agent and Lenders to enter into the Credit Agreement and to induce Lenders to extend credit thereunder, Grantors, among others, executed and delivered in favor of Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses that constituted Excluded Property which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for

the ratable benefit of Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State.

[signature page follows]

IN WITNESS WHEREOF, each 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.

PROSCI, INC., a Colorado corporation

By: Bernard Darré
Name: Bernard Darré
Title: Director, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Michael Nativi
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	85295215	Registered	4621436	10/14/14
AWARENESS DESIRE KNOWLEDGE ABILITY REINFORCEMENT	85249735	Registered	4012645	08/16/11
ADKAR	85238643	Registered	4019522	08/30/11
PROSCI	85216272	Registered	4018750	08/30/11
ADKAR	78310561	Registered	2959461	06/07/05
PROSCI	75065963	Registered	2022283	12/10/96

TRADEMARK APPLICATIONS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
ADKAR	China (People's Republic)	Registered	9296968	4/14/2012
ADKAR	China (People's Republic)	Registered	9296966	4/14/2012
ADKAR	European Community	Registered	009789901	3/14/2012
ADKAR	International Registration	Registered	1016822	9/23/2009
ADKAR	Mexico	Registered	1234817	8/24/2011
ADKAR	Mexico	Registered	1234816	8/24/2011
ADKAR	Mexico	Registered	1230605	7/28/2011
PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	European Community	Registered	010336576	3/15/2012
PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	Mexico	Registered	1274966	3/23/2012
PROSCI	China (People's Republic)	Registered	9296970	4/14/2012
PROSCI	China (People's Republic)	Registered	9296969	4/14/2012
PROSCI	China (People's Republic)	Registered	9296972	4/14/2012
PROSCI	European Community	Registered	009790114	8/17/2011
PROSCI	International Registration	Registered	1016469	9/14/2009
PROSCI	Mexico	Registered	1234815	8/24/2011
PROSCI	Mexico	Registered	1230604	7/28/2011

FOREIGN APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>
ADKAR	China (People's Republic)	Pending	9296967	4/2/2011
ADKAR	China (People's Republic)	Pending	9296965	4/2/2011
ADKAR	Mexico	Pending	1162773	3/14/2011
PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	China (People's Republic)	Pending	10066017	10/14/2011
PREPARING FOR CHANGE MANAGING	China (People's Republic)	Pending	10066016	10/14/2011

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>
CHANGE REINFORCING CHANGE				
PREPARING FOR CHANGE MANAGING CHANGE REINFORCING CHANGE	Mexico	Pending	1220004	10/14/2011
PROSCI	China (People's Republic)	Pending	9296971	4/2/2011
PROSCI	Mexico	Pending	1162770	3/14/2011
PROSCI	Mexico	Pending	1162769	3/14/2011