

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORLD 50, INC.		12/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	4357499	50	
Registration Number:	3713640	BRAND 50	
Registration Number:	4666530	CE50	
Registration Number:	4361544	CHIEF EXECUTIVE 50	
Registration Number:	4659304	D50	
Registration Number:	4663022	DIGITAL 50	
Registration Number:	4659289	E50	
Registration Number:	4330859	ENTERPRISE 50	
Registration Number:	4659305	F50	
Registration Number:	4663023	FINANCE 50	
Registration Number:	4659299	GC50	
Registration Number:	4472361	GENERAL COUNSEL 50	
Registration Number:	3713641	GLOBAL 50	
Serial Number:	86820919	GROWTH 50	
Registration Number:	3713643	HR 50	
Registration Number:	3713638	HUMAN RESOURCE 50	
Serial Number:	86820930	INNOVATING 50	
Registration Number:	4659277	M50	
Registration Number:	3713637	MARKETING 50	

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Property Type	Number	Word Mark
Serial Number:	86321230	ONE°
Registration Number:	4659297	P50
Registration Number:	4487869	PROCUREMENT 50
Registration Number:	4659285	R50
Registration Number:	3713639	REVENUE 50
Registration Number:	4659280	S50
Registration Number:	4659279	SC50
Registration Number:	4663020	SECURITY 50
Registration Number:	4659699	STAY AHEAD
Registration Number:	4330860	STRATEGY 50
Registration Number:	3713636	SUPPLY CHAIN 50
Registration Number:	3713642	SUSTAINABILITY 50
Registration Number:	3199464	W50
Registration Number:	3199444	WORLD 50

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Elba L. Bermudez

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 855135.600001

NAME OF SUBMITTER: Elba L. Bermudez

SIGNATURE: /Elba L. Bermudez/

DATE SIGNED: 12/15/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2015 by WORLD 50, INC., a Delaware corporation (“Grantor”), in favor of MARANON CAPITAL, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders (“Agent”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PAMLICO W50 ACQUISITION CORP., a Delaware corporation, as Initial Borrower (“Initial Borrower”), Grantor, each other Person that is or becomes a party thereto as a “Credit Party”, Agent and the Lenders from time to time signatory thereto, Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and 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, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

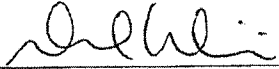
infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

WORLD 50, INC.,
a Delaware corporation

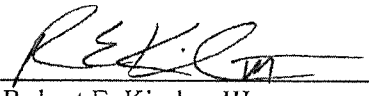
By: 
Name: David Wilkie
Title: Chief Executive Officer & President

[Trademark Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0853

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: Robert E. Kircher III
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 005689 FRAME: 0854

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Owner	U.S. Trademark	Application Number	Filing Date	Registration Number	Registration Date
World 50, Inc.	50	85/756193	17-Oct-12	4357499	6/25/13
World 50, Inc.	BRAND 50	76/694423	24-Nov-08	3713640	11/24/09
World 50, Inc.	CE50	86/277233	9-May-14	4666530	1/6/15
World 50, Inc.	CHIEF EXECUTIVE 50	85/814560	3-Jan-13	4361544	7/2/13
World 50, Inc.	D50	86/277401	9-May-14	4659304	12/23/14
World 50, Inc.	DIGITAL 50	86/277392	9-May-14	4663022	12/30/14
World 50, Inc.	E50	86/277247	9-May-14	4659289	12/23/14
World 50, Inc.	ENTERPRISE 50	85/656872	20-Jun-12	4330859	5/7/13
World 50, Inc.	F50	86/277421	9-May-14	4659305	12/23/14
World 50, Inc.	FINANCE 50	86/277410	9-May-14	4663023	12/30/14
World 50, Inc.	GC50	86/277342	9-May-14	4659299	12/23/14
World 50, Inc.	GENERAL COUNSEL 50	85/824269	16-Jan-13	4472361	1/21/14
World 50, Inc.	GLOBAL 50	76/694424	24-Nov-08	3713641	11/24/09
World 50, Inc.	GROWTH 50	86/820919	16-Nov-15	N/A	N/A
World 50, Inc.	HR 50	76/694717	9-Dec-08	3713643	11/24/09
World 50, Inc.	HUMAN RESOURCE 50	76/694382	21-Nov-08	3713638	11/24/09
World 50, Inc.	INNOVATING 50	86/820930	16-Nov-15	N/A	N/A
World 50, Inc.	M50	86/277153	9-May-14	4659277	12/23/14
World 50, Inc.	MARKETING 50	76/694381	21-Nov-08	3713637	11/24/09
World 50, Inc.	ONE DEGREE (Stylized)	86/321230	26-Jun-14	N/A	N/A
World 50, Inc.	P50	86/277323	9-May-14	4659297	12/23/14
World 50, Inc.	PROCUREMENT 50	85/974753	1-Jul-13	4487869	2/25/14
World 50, Inc.	R50	86/277217	9-May-14	4659285	12/23/14

[Schedule I]

Owner	U.S. Trademark	Application Number	Filing Date	Registration Number	Registration Date
World 50, Inc.	REVENUE 50	76/694422	24-Nov-08	3713639	11/24/09
World 50, Inc.	S50	86/277182	9-May-14	4659280	12/23/14
World 50, Inc.	SC50	86/277164	9-May-14	4659279	12/23/14
World 50, Inc.	SECURITY 50	86/277357	9-May-14	4663020	12/30/14
World 50, Inc.	STAY AHEAD	86/321287	26-Jun-14	4659699	12/23/14
World 50, Inc.	STRATEGY 50	85/656896	20-Jun-12	4330860	5/7/13
World 50, Inc.	SUPPLY CHAIN 50	76/694380	21-Nov-08	3713636	11/24/09
World 50, Inc.	SUSTAINABILITY 50	76/694425	24-Nov-08	3713642	11/24/09
World 50, Inc.	W50	78/471890	23-Aug-04	3199464	1/16/07
World 50, Inc.	WORLD 50	78/460608	2-Aug-04	3199444	1/16/07

[Schedule I]

NAI-1500682522v3

RECORDED: 12/15/2015

**TRADEMARK
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