

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consilio, LLC		12/31/2015	LIMITED LIABILITY COMPANY: VIRGINIA
Sky Analytics, Inc.		12/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, as administrative agent for the Secured Parties		
Street Address:	2100 N. Park Place		
Internal Address:	#150		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	a national bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4127872	DELIVERING VALUE DRIVING RESULTS	
Registration Number:	3928873	ICA	
Registration Number:	3948929	IMPACT	
Registration Number:	4002028	R3CON	
Registration Number:	3680440	V3LOCITY	
Registration Number:	4326192	RIGHT RATE	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<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:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	209145.00034		

CH \$165.00 4127872

NAME OF SUBMITTER:	Vickie Lee
SIGNATURE:	/Vickie Lee/
DATE SIGNED:	12/31/2015
Total Attachments: 4 source=Trademark Security Agreement (Huron) Fully Executed#page1.tif source=Trademark Security Agreement (Huron) Fully Executed#page2.tif source=Trademark Security Agreement (Huron) Fully Executed#page3.tif source=Trademark Security Agreement (Huron) Fully Executed#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by CONSILO, LLC, a Virginia limited liability company, and SKY ANALYTICS, INC., a Delaware corporation (each, a “*Grantor*” and collectively, the “*Grantors*”) in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

WHEREAS, pursuant to that certain Credit Agreement (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) dated as of July 31, 2015 among CONSILO, INC., a Delaware corporation (the “*Borrower*”), CONSILO INTERMEDIATE HOLDINGS, INC. (“*Holdings*”), a Delaware corporation, the several banks and other lenders from time to time party thereto (the “*Lenders*”), CITY NATIONAL BANK as administrative agent for the Lenders and the other parties party thereto, the Lenders have severally agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantors and the other grantors party to the Security Agreement (defined below) executed and delivered that certain Guarantee and Security Agreement (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), dated as of July 31, 2015 in favor of the Agent, as supplemented by that certain Agreement to be Bound by Guarantee and Security Agreement, dated as of December 31, 2015, pursuant to which the Grantors pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantors in and to the Marks (defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* The Grantors hereby pledge and grant to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantors in and to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto and the goodwill of Grantors’ business connected with and symbolized by such registrations and

applications (the “Marks”); provided Marks shall not include any “intent to use” trademark or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark).

SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Marks 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. ***Governing Law.*** This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by its duly authorized representative as of the date first written above

CONSILIO, LLC (formerly known as First Advantage Litigation Consulting, LLC), a Virginia limited liability company

By: 
Name: Dale Bowen
Title: Chief Financial Officer

SKY ANALYTICS, INC., a Delaware corporation

By: 
Name: Dale Bowen
Title: Chief Financial Officer

Schedule I

MARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Date</u>	<u>Registration or Application No.</u>
Consilio, LLC	DELIVERING VALUE DRIVING RESULTS	Apr. 17, 2012	4127872
Consilio, LLC	ICA	Mar. 8, 2011	3928873
Consilio, LLC	IMPACT	Apr. 19, 2011	3948929
Consilio, LLC	R3CON	July 26, 2011	4002028
Consilio, LLC	V3LOCITY	Sept. 8, 2009	3680440
Sky Analytics, Inc.	RIGHT RATE	Apr. 23, 2013	4326192