

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evanta Ventures, Inc.		04/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Bank of America Plaza		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3290680	EVANTA	
Registration Number:	3356229	EVANTA	
Registration Number:	3290681		
Registration Number:	3290682	BY CIOS, FOR CIOS	
Registration Number:	3315003	CIO EXECUTIVE SUMMIT	
Registration Number:	4759794	EVANTA365	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	122187-5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$165.00 3290680

DATE SIGNED:	04/29/2016
Total Attachments: 6 source=4-29-16 Evanta Ventures-TM#page1.tif source=4-29-16 Evanta Ventures-TM#page2.tif source=4-29-16 Evanta Ventures-TM#page3.tif source=4-29-16 Evanta Ventures-TM#page4.tif source=4-29-16 Evanta Ventures-TM#page5.tif source=4-29-16 Evanta Ventures-TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016, is made by **Evanta Ventures, Inc.**, a Delaware corporation (the "Grantor"), in favor of **Bank of America, N.A.**, as collateral agent, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement listed below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2012, (as amended and restated on July 18, 2012, as further amended and restated on August 1, 2012, as amended by Amendment No. 3 on August 2, 2013, as amended by Amendment No. 4 on June 9, 2015, as amended by Amendment No. 5 on April 29, 2016, and as may be further amended, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Collateral Agent, and Bank of America as L/C Issuer and swing line lender (in such capacity, the "Swing Line Lender", collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement, dated as of August 2, 2012, in favor of the Collateral Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of Grantor, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) obligations under Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature)). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

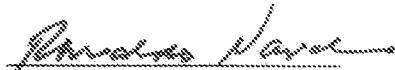
EVANTA VENTURES, INC., as Grantor

By: Barron Anschutz
Name: Barron Anschutz
Title: Treasurer and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED
as of the date first above written:



BANK OF AMERICA, N.A.
as Collateral Agent

By: 
Name: Ronaldo Naval
Title: Vice President



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**


U.S. Trademark Registrations

1. United States

Mark	Status	Reg. No.	Reg. Date	Owner
EVANTA	Registered	3,290,680	11-SEP-2007	Evanta Ventures, Inc.
	Registered	3,356,229	18-DEC-2007	Evanta Ventures, Inc.
Design Only 	Registered	3,290,681	11-SEP-2007	Evanta Ventures, Inc.
BY CIOS, FOR CIOS	Registered	3,290,682	11-SEP-2007	Evanta Ventures, Inc.
CIO Executive Summit	Registered	3,315,003	16-OCT-2007	Evanta Ventures, Inc.
EVANTA365	Registered	4,759,794	23-JUN-2015	Evanta Ventures, Inc.

2. Canada

Mark	Status	Reg. No.	Reg. Date	Owner
	Registered	TMA767081	18-MAY-2010	Evanta Ventures, Inc.
EVANTA	Registered	TMA766843	14-MAY-2010	Evanta Ventures, Inc.
Design Only 	Registered	TMA767679	21-MAY-2010	Evanta Ventures, Inc.

Mark	Status	Reg. No.	Reg. Date	Owner
BY CIOS, FOR CIOS	Registered	TMA780795	26-OCT-2010	Evanta Ventures, Inc.
	Registered	TMA767132	18-MAY-2010	Evanta Ventures, Inc.