

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwind Group, LLC		05/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Administrative Agent		
Street Address:	110 E. 59th Street, 7th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86422516	NORTHWIND GROUP	
Serial Number:	86422532		
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	125778.218871		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	06/10/2016		
Total Attachments: 7			
source=Crescent - 2nd Lien Trademark Security Agreement#page1.tif			
source=Crescent - 2nd Lien Trademark Security Agreement#page2.tif			

OP \$65.00 86422516

source=Crescent - 2nd Lien Trademark Security Agreement#page3.tif
source=Crescent - 2nd Lien Trademark Security Agreement#page4.tif
source=Crescent - 2nd Lien Trademark Security Agreement#page5.tif
source=Crescent - 2nd Lien Trademark Security Agreement#page6.tif
source=Crescent - 2nd Lien Trademark Security Agreement#page7.tif

Reference is made to the Intercreditor Agreement dated as of May 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Credit Suisse AG, as First Lien Agent (as defined therein), and Cantor Fitzgerald Securities, as Second Lien Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**Intellectual Property Security Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of Cantor Fitzgerald Securities, as administrative agent (together with its successors in such capacity, the “**Administrative Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Igloo Intermediate Holdings, Inc., a Delaware corporation, IG Investments Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), have entered into a Credit Agreement, dated as of May 11, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Second Lien Credit Agreement**”), with the banks and other financial institutions and entities from time to time party thereto, as lenders, and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 11, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “**Second Lien Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors have assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including, without limitation, certain of their Intellectual Property and have agreed as a condition thereof to execute this Intellectual Property Security Agreement with respect to certain of their Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**");

(b) (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the "**Patents**");

(c) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing ("**Copyrights**");

(d) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, formulae, parts, diagrams, drawings, specifications, blue prints, lists of materials, and production manuals (collectively, the "**Trade Secrets**");

(e) (i) all Trademark Licenses (as defined in the Second Lien Guarantee and Collateral Agreement), Trade Secret Licenses (as defined in the Second Lien Guarantee and Collateral Agreement), Patent Licenses (as defined in the Second Lien Guarantee and Collateral Agreement), and Copyright Licenses (as defined in the Second Lien Guarantee and Collateral

Agreement), in each case, to the extent such Grantor is not the granting party, including, without limitation, any of the foregoing identified in Schedule 1; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guarantee and Collateral Agreement) and misappropriations of any of the property described in paragraphs (a) through (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in paragraphs (a) though (e) above.

SECTION 2 Excluded Asset. Notwithstanding anything to the contrary in this Intellectual Property Security Agreement, none of the Excluded Assets (as defined in the Second Lien Credit Agreement) shall constitute Intellectual Property Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Intellectual Property Security Agreement.

SECTION 4 Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement or the Second Lien Credit Agreement shall govern.

SECTION 7 Releases.

(a) Upon the Discharge of Obligations, this Intellectual Property Security Agreement and the security interests granted hereby shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by any

Grantor and at such Grantor's expense to further document and evidence such termination and release.

(b) In the event that any Grantor conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of assets of such Grantor to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Second Lien Credit Agreement, the security interests created hereunder in respect of such assets shall automatically terminate and be released, without the requirement for any further action by any Person and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of security interests hereunder in respect of such assets, and, in the case of a transaction permitted under the Second Lien Credit Agreement the result of which is that a Grantor would cease to be a Restricted Subsidiary or would become an Excluded Subsidiary, all security interests granted hereunder by such Grantor shall automatically terminate and be released, without the requirement for any further action by any Person and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of such security interests.

SECTION 8 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Second Lien Obligations (as defined in the Intercreditor Agreement) are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Intellectual Property Security Agreement with respect to the Collateral and Liens securing any Second Lien Obligations, the provisions of the Intercreditor Agreement shall prevail.

(signature pages follow)

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSIGHT GLOBAL, LLC

By: 
Name: Michael Lewis
Title: Chief Financial Officers and Treasurer

NORTHWIND GROUP, LLC

By: 
Name: Michael Lewis
Title: Chief Financial Officer and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005811 FRAME: 0374





COPYRIGHTS

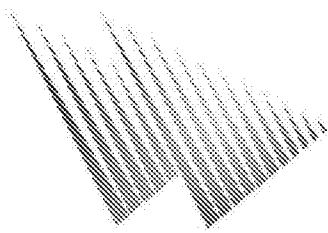
None.

PATENTS

None.

TRADEMARKS

Registered Owner	Trademark	Registration No./Application No.	Expiration Date
Insight Global, LLC	INSIGHT GLOBAL A STAFFING SERVICES COMPANY (design) 	3630697	June 2, 2019
Insight Global, LLC	INSIGHT GLOBAL DIRECT PLACEMENT STAFFING (design) 	4849927	November 10, 2020
Insight Global, LLC	INSIGHT GLOBAL (design) 	86823431 (pending)	N/A
Insight Global, LLC	IG (design) 	86913372 (pending)	N/A
Northwind Group, LLC	NORTHWIND GROUP (design)	86422516 (pending)	N/A

	NORTHWIND GROUP		
Northwind Group, LLC	(design) 	86422532 (pending)	N/A

INTELLECTUAL PROPERTY LICENSES

None.