

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Korn/Ferry International		08/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86945581	KF	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2050298-0096		
NAME OF SUBMITTER:	Betty G. Smith		
SIGNATURE:	/Betty G. Smith/		
DATE SIGNED:	11/22/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of August 19, 2016 (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") by the Person listed on the signature pages hereto (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Administrative Agent"), with reference to the following facts:

A. Pursuant to the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of June 15, 2016 among KORN/FERRY INTERNATIONAL, a Delaware corporation ("Borrower"), the lenders party thereto from time to time (the "Lenders") and the Administrative Agent, as administrative agent for the Lenders, the Administrative Agent and the Lenders are making certain credit facilities available to Borrower.

B. The Credit Agreement provides that the Grantor shall grant security interests to the Administrative Agent as herein provided.

C. The Grantor expects to realize direct and indirect benefits as a result of the continued availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Administrative Agent to continue to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Trademark Security Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the Security Agreement and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of the 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) the Grantor's Trademarks, including, without limitation, those described on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, replacements, supplements, modifications, amendments or renewals of and improvements on the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the 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;

provided, that notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. If the Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall provide notice in writing to the Administrative Agent with respect to any such new Trademarks to the extent required by the Credit Agreement or the Security Agreement. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing first priority security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

7. Governing Law. The validity of this Trademark Security Agreement, the construction, interpretation and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

KORN/FERRY INTERNATIONAL,
a Delaware corporation

By: 

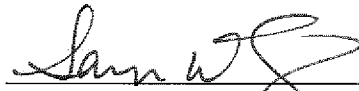
Name: Robert Rozek

Title: Executive Vice President, Chief
Financial Officer and Chief Corporate
Officer

Accepted and Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By:


Name: Sanjna Daphtary
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Trademark or Trademark Application	Registration / Serial Number	Filing Date
Korn/Ferry International	KF	SN86945581	03/18/2016