

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Korn Ferry Hay Group, Inc.		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: 16			
Property Type	Number	Word Mark	
Registration Number:	1916407	A WINNING BALANCE	
Registration Number:	1914602	CAREER ARCHITECT	
Registration Number:	1916409	COST OF INTOLERANCE	
Registration Number:	2471828	NINTH HOUSE	
Registration Number:	2559803	ESERIES	
Registration Number:	2559804	ALL WORK ALL PLAY	
Registration Number:	2670520	NETCD	
Registration Number:	3007579	TEAMTALK	
Registration Number:	3048353	FOUR STAGES SERIES	
Registration Number:	2784247	NINTH HOUSE NETWORK	
Registration Number:	3087587	HIGH-PERFORMER'S MINDSET	
Registration Number:	3085474	HIGH-PERFORMER'S MINDSET	
Registration Number:	1916408	SMARTER TOGETHER	
Registration Number:	1935151	PROGROUP	
Registration Number:	1967221	LEADERSHIP ARCHITECT	
Serial Number:	87074440	SKILANALYZER	
CORRESPONDENCE DATA			

OP \$415.00 1916407

Fax Number: 7043738822

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: (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
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NAME OF SUBMITTER:	Betty G. Smith
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SIGNATURE:	/Betty G. Smith/
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DATE SIGNED:	11/22/2016
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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:

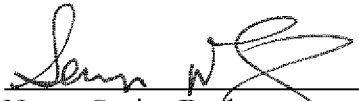
KORN FERRY HAY GROUP, INC.,
a Delaware corporation

By: 

Name: Robert Rozek
Title: President

Accepted and Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By: 
Name: Sanjna Daphtary
Title: Senior Vice President

Korn/Ferry International
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 005927 FRAME: 0953

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Trademark or Trademark Application	Registration / Serial Number	Filing Date
Korn Ferry Hay Group, Inc.	A WINNING BALANCE	1,916,407	09/08/1994
Korn Ferry Hay Group, Inc.	CAREER ARCHITECT	1,914,602	11/15/1993
Korn Ferry Hay Group, Inc.	COST OF TOLERANCE	1,916,409	09/08/1994
Korn Ferry Hay Group, Inc.	NINTH HOUSE	2,471,828	09/10/1997
Korn Ferry Hay Group, Inc.	ESERIES	2,559,803	01/21/2000
Korn Ferry Hay Group, Inc.	ALL WORK ALL PLAY	2,559,804	01/21/2000
Korn Ferry Hay Group, Inc.	NETCD	2,670,520	07/26/2000
Korn Ferry Hay Group, Inc.	TEAMTALK	3,007,579	08/28/2000
Korn Ferry Hay Group, Inc.	FOUR STAGES SERIES	3,048,353	01/18/2005
Korn Ferry Hay Group, Inc.	NINTH HOUSE NETWORK	2,784,247	07/15/2002
Korn Ferry Hay Group, Inc.	HIGH-PERFORMER'S MINDSET	3,087,587	05/16/2005
Korn Ferry Hay Group, Inc.	HIGH-PERFORMER'S MINDSET	3,085,474	05/16/2005
Korn Ferry Hay Group, Inc.	SKILANALYZER	SN87074440	06/16/2016
Korn Ferry Hay Group, Inc.	SMARTER TOGETHER	1,916,408	09/08/1994
Korn Ferry Hay Group, Inc.	PROGROUP	1,935,151	09/16/1994
Korn Ferry Hay Group, Inc.	LEADERSHIP ARCHITECT	1,967,221	11/15/1993