

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAI Global Compliance, Inc.		12/23/2016	Corporation: DELAWARE
SAI Global Inc.		12/23/2016	Corporation: DELAWARE
Excel Partnership, Inc.		12/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS Trust Corporation Limited, as Collateral Agent
Street Address:	45 Ludgate Hill
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	ECAM7JU
Entity Type:	Limited Corporation: UNITED KINGDOM

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3098863	COMPLIANCE 360
Registration Number:	3869167	COMPLIANCE 360
Registration Number:	3939852	COMPLIANCE 360°
Registration Number:	3246491	ETHICSADVANTAGE
Registration Number:	2304737	INTEGRITY INTERACTIVE
Registration Number:	2371505	INTEGRITY INTERACTIVE
Registration Number:	2441255	INTEGRITY INTERACTIVE
Registration Number:	3781755	INTEGRITY PINPOINTS
Registration Number:	3781754	INTEGRITY SPOTLIGHTS
Registration Number:	3533957	VIRTUAL EVIDENCE ROOM
Registration Number:	1400683	QMI
Registration Number:	1953903	QMI
Registration Number:	1955574	QMI REGISTERED QUALITY SYSTEM

CORRESPONDENCE DATA

Fax Number: 2028357586

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, N.W., Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37199.08900
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	12/23/2016
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Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2016, among each Grantor listed on the signature pages hereto, (each a **"Grantor"** and collectively, the **"Grantors"**), and GLAS Trust Corporation Limited, as Collateral Agent under the Security Agreement (as defined below) (the **"Collateral Agent"**).

RECITALS

- (A) Casmar Holdings (Australia) Pty Limited (ACN 615 020 409) (**"Holdings"**), Casmar (Australia) Pty Ltd as Australian co-borrower (ACN 615 021 479) (the **"Australian Co-Borrower"**), SAI Global CIS US GP (**"SAI Global CIS"**) and SAI Global GP (**"SAI Global GP"**), each as U.S. co-borrower (the **"U.S. Co-Borrowers"**), such entities designated as revolving borrowers party thereto, the lenders party thereto from time to time, GLAS USA LLC (as successor of Global Loan Agency Services Limited), as administrative agent (in such capacity, the **"Administrative Agent"**) and as revolver administrative agent (in such capacity, the **"Revolver Administrative Agent"**) and GLAS Trust Corporation Limited, as Collateral Agent have entered into that certain First Lien Syndicated Facility Agreement dated as of December 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**).
- (B) Holdings, the U.S. Co-Borrowers, the Australian Co-Borrower, the Collateral Agent, in its capacity as Senior Representative for the First Lien Credit Agreement Secured Parties, GLAS Trust Corporation Limited, in its capacity as Second Priority Representative for the Second Lien Credit Agreement Secured Parties, GLAS USA LLC (as successor of Global Loan Agency Services Limited), in its capacity as First Lien Administrative Agent for the First Lien Credit Agreement Secured Parties, GLAS USA LLC (as successor of Global Loan Agency Services Limited), in its capacity as Second Lien Administrative Agent for the Second Lien Credit Agreement Secured Parties, the other Grantors (as defined therein) party thereto, such entities designated as revolving borrowers party thereto, Casmar Pte. Ltd., in its capacity as the Original Investor, the Intra-Group Lenders (as defined therein) from time to time party thereto, the First Lien Hedge Counterparties (as defined therein) from time to time party thereto, and each additional Representative (as defined therein) from time to time party thereto, have entered into that certain Intercreditor Agreement dated as of December 8, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the **"Intercreditor Agreement"**).
- (C) The Grantors are party to the First Lien Security Agreement, dated as of December 23, 2016, in favor of the Collateral Agent (the **"Security Agreement"**), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Senior Debt Documents, including the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Senior Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Security on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property 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 terms of this Intellectual Property Security Agreement and the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 5 Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE
LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has caused this First Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCEL PARTNERSHIP, INC.

By 

Name: Geoffrey Paul Richardson

Title: Authorized Person

SAI GLOBAL COMPLIANCE, INC.

By _____

Name: Michael Orrick

Title: Vice President

SAI GLOBAL INC.

By 

Name: Geoffrey Paul Richardson

Title: Authorized Person

[Signature Page to First Lien Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXCEL PARTNERSHIP, INC.

By _____

Name:

Title:

SAI GLOBAL COMPLIANCE, INC.

By  _____

Name: Michael Orrick

Title: Vice President

SAI GLOBAL INC.

By _____

Name:

Title:

[Signature Page to First Lien Intellectual Property Security Agreement]

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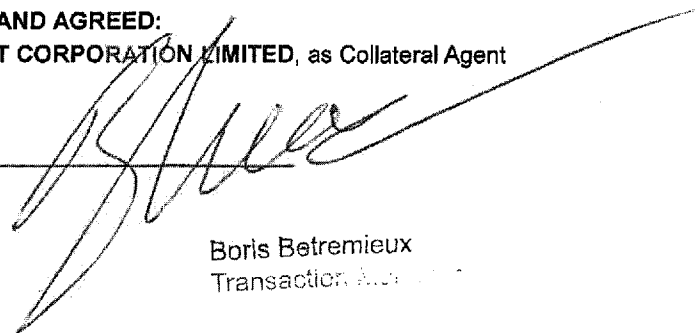
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ACCEPTED AND AGREED:
GLAS TRUST CORPORATION LIMITED, as Collateral Agent

By

Name:

Title:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Boris Betremieux'.

Boris Betremieux
Transaction Administrator

[Signature Page to First Lien Intellectual Property Security Agreement]

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Title	Reg. No.	Reg. Date	Owner
Implementing the TE supplement to QS-9000	TX0004562957	7/28/1997	Excel Partnership, Inc.
R&M guidelines for manufacturing machinery and equipment : heart of the TE supplement	TX0004562958	7/28/1997	Excel Partnership, Inc.
The TE quick reference handbook / Robert E. Belcher	TX0004598596	9/4/1997	Excel Partnership, Inc.
Testing for the QSR CFR 820	TXu001369644	4/3/2000	Excel Partnership, Inc.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

None.

SCHEDULE II
PATENT REGISTRATIONS

(D) REGISTERED PATENTS

None.

(E) PATENT APPLICATIONS

None.

(F) PATENT LICENSES


None.

SCHEDULE III

TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

United States Trademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
COMPLIANCE 360	78312194 10/10/2003	3098863 5/30/2006	Registered	SAI GLOBAL COMPLIANCE, INC.
COMPLIANCE 360°	77795696 8/3/2009	3869167 11/2/2010	Registered	SAI GLOBAL COMPLIANCE, INC.
COMPLIANCE 360°	77966695 3/23/2010	3939852 4/5/2011	Registered	SAI GLOBAL COMPLIANCE, INC.
ETHICSADVANTAGE	78768430 12/7/2005	3246491 5/29/2007	Registered	SAI GLOBAL COMPLIANCE, INC.
INTEGRITY INTERACTIVE	75423759 1/26/1998	2304737 12/28/1999	Registered	SAI GLOBAL COMPLIANCE, INC.
INTEGRITY INTERACTIVE	75423758 1/26/1998	2371505 7/25/2000	Registered	SAI GLOBAL COMPLIANCE, INC.
INTEGRITY INTERACTIVE	75423757 1/26/1998	2441255 4/3/2001	Registered	SAI GLOBAL COMPLIANCE, INC.
INTEGRITY PINPOINTS	77427245 3/20/2008	3781755 4/27/2010	Registered	SAI GLOBAL COMPLIANCE, INC.
INTEGRITY SPOTLIGHTS	77427237 3/20/2008	3781754 4/27/2010	Registered	SAI GLOBAL COMPLIANCE, INC.
VIRTUAL EVIDENCE ROOM	77447091 4/14/2008	3533957 11/18/2008	Registered	SAI GLOBAL COMPLIANCE, INC.
QMI 	73501110 9/26/1984	1400683 7/8/1986	Registered	SAI GLOBAL INC.
QMI 	74308756 8/26/1992	1953903 2/6/1996	Registered	SAI GLOBAL INC.
QMI REGISTERED QUALITY SYSTEM 	74467618 12/9/1993	1955574 2/13/1996	Registered	SAI GLOBAL INC.

International Trademarks

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
European Union	EXCEL PARTNERSHIP EXCEL PARTNERSHIP	1868918 9/22/2000	1868918 1/7/2002	Registered	Excel Partnership, Inc.
European Union	EXCEL PARTNERSHIP	1868876 9/22/2000	1868876 1/22/2002	Registered	Excel Partnership, Inc.

(H) TRADEMARK APPLICATIONS

None.

(I) TRADEMARK LICENSES

None.