

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	8		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWENTYEIGHTY, INC.		01/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3566407	CHANNELPRO	
Registration Number:	3566405	CHANNELPRO	
Registration Number:	1346842	CONCEPTUAL SELLING	
Registration Number:	3378594	FUNNEL SCORECARD	
Registration Number:	1594615	LAMP	
Registration Number:	3598528	LARGE ACCOUNT MANAGEMENT PROCESS	
Registration Number:	3859632	MILLER HEIMAN	
Registration Number:	3510194	MILLER HEIMAN CERTIFIED PROFESSIONAL	
Registration Number:	4507973	MILLER HEIMAN GATEWAY	
Registration Number:	3617607	MILLER HEIMAN SALES SYSTEM	
Registration Number:	4774998	SALES ACCESS MANAGER	
Registration Number:	1346841	STRATEGIC SELLING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		

OP \$315.00 3566407

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 057354-0005

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 02/03/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by TWENTYEIGHTY, INC., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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, 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.

TWENTYEIGHTY, INC., as Grantor

By: 

Name: Laurens Albada

Title: Chief Financial Officer

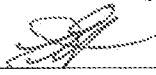
[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005981 FRAME: 0033

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See attached.

No.	Owner Name	Country	Mark	File Date	Registration #	Application #
1.	TwentyEighty, Inc.	UNITED STATES	2080 TWENTY EIGHTY BUILDING WORKFORCES WITHOUT EQUAL & Design	2/3/2015	N/A	86/523,350 Intent to Use
2.	TwentyEighty, Inc.	UNITED STATES	CHANNELPRO	1/11/2007	3,566,407	77/081,476
3.	TwentyEighty, Inc.	UNITED STATES	CHANNELPRO	1/9/2007	3,566,405	77/078,971
4.	TwentyEighty, Inc.	UNITED STATES	CONCEPTUAL SELLING	10/1/1984	1,346,842	73/501,696
5.	TwentyEighty, Inc.	UNITED STATES	FUNNEL SCORECARD	2/27/2006	3,378,594	78/824,044
6.	TwentyEighty, Inc.	UNITED STATES	LAMP	7/20/1989	1,594,615	73/813,591
7.	TwentyEighty, Inc.	UNITED STATES	LARGE ACCOUNT MANAGEMENT PROCESS	2/27/2006	3,598,528	78/824,040
8.	TwentyEighty, Inc.	UNITED STATES	MHG	6/9/2016	N/A	87/066,238 Intent to Use
9.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN	1/26/2010	3,859,632	77/920,789
10.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN CERTIFIED PROFESSIONAL	1/27/2006	3,510,194	78/980,494
11.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN GATEWAY	5/17/2013	4,507,973	85/935,115
12.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN GROUP	6/9/2016	N/A	87/066,244 Intent to Use
13.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN GROUP & Design	7/13/2016	N/A	87/103,020 Intent to Use
14.	TwentyEighty, Inc.	UNITED STATES	MILLER HEIMAN SALES SYSTEM	1/27/2006	3,617,607	78/801,055
15.	TwentyEighty, Inc.	UNITED STATES	PERSPECTIVE SELLING FROM MILLER HEIMAN GROUP	12/6/2016	N/A	87/257,778 Intent to Use
16.	TwentyEighty, Inc.	UNITED STATES	RESULTS READY PLATFORM	4/30/2015	N/A	86/615,619 Intent to Use
17.	TwentyEighty, Inc.	UNITED STATES	SALES ACCESS MANAGER	5/17/2013	4,774,998	85/935,118
18.	TwentyEighty, Inc.	UNITED STATES	SALES PROCESS FUNNEL	8/27/2014	N/A	86/379,012 Intent to Use
19.	TwentyEighty, Inc.	UNITED STATES	STRATEGIC SELLING	10/1/1984	1,346,841	73/501,688
20.	TwentyEighty, Inc.	UNITED STATES	TWENTYEIGHTY	1/23/2015	N/A	86/512,912 Intent to Use
21.	TwentyEighty, Inc.	UNITED STATES	TWENTYEIGHTY SALES SYSTEM	5/20/2015	N/A	86/635,965 Intent to Use

22.	TwentyEighty, Inc.	UNITED STATES	TWENTYEIGHTY STRATEGY EXECUTION	7/22/2015	N/A	86/701,666 Intent to Use
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