

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACHIEVEFORUM, 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: 20

Property Type	Number	Word Mark
Registration Number:	2060786	ACHIEVING SERVICE EXCELLENCE
Registration Number:	3150614	ACHIEVING SERVICE EXCELLENCE
Registration Number:	2220231	BRANDED CUSTOMER EXPERIENCE
Registration Number:	2121690	COLLABORATION SKILLS: CREATING VALUE THR
Registration Number:	3108311	CONDUCTING CONVERSATIONS AT THE SENIOR L
Registration Number:	2436899	CONSULTATIVE SKILLS: FOR CUSTOMER-DRIVEN
Registration Number:	2425242	CONSULTATIVE SKILLS: FOR CUSTOMER-DRIVEN
Registration Number:	3108312	DEVELOPING CONVERSATION STRATEGIES FOR S
Registration Number:	2149057	FORUM
Registration Number:	2307224	FORUM
Registration Number:	3108313	PLANNING FOR KEY ACCOUNTS
Registration Number:	3113263	PLANNING FOR PREMIER ACCOUNTS
Registration Number:	2305836	RESNET
Registration Number:	3156525	SALES SKILLS ASSESSMENT
Registration Number:	2195693	SALES THROUGH SERVICE
Registration Number:	4155656	SPEED TO MASTERY
Registration Number:	2386616	STRATEGIC PROSPECTING
Registration Number:	3862016	STRATEGY. ACCELERATED.

OP \$515.00 2060786

Property Type	Number	Word Mark
Registration Number:	2060081	TEAMS AND BEYOND
Registration Number:	2833828	THE FORUM CORPORATION

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

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: 6

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- source=Trademark Security Agreement (AchieveForum Inc.)#page2.tif
- source=Trademark Security Agreement (AchieveForum Inc.)#page3.tif
- source=Trademark Security Agreement (AchieveForum Inc.)#page4.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by ACHIEVEFORUM, 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.

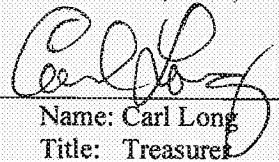
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

ACHIEVEFORUM, INC., as Grantor

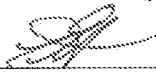
By: 
Name: Carl Long
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005981 FRAME: 0871

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.	AchieveForum, Inc.	UNITED STATES	ACHIEVE+FORUM	5/10/2016	N/A	87/030,759 Intent to Use
2.	AchieveForum, Inc.	UNITED STATES	ACHIEVEFORUM	6/6/2016	N/A	87/060,911 Intent to Use
3.	AchieveForum, Inc.	UNITED STATES	ACHIEVING SERVICE EXCELLENCE	1/31/1996	2,060,786	75/051,316
4.	AchieveForum, Inc.	UNITED STATES	ACHIEVING SERVICE EXCELLENCE	3/22/2005	3,150,614	78/591,973
5.	AchieveForum, Inc.	UNITED STATES	BRANDED CUSTOMER EXPERIENCE	8/26/1997	2,220,231	75/347,291
6.	AchieveForum, Inc.	UNITED STATES	COLLABORATION SKILLS: CREATING VALUE THROUGH PEOPLE	12/31/1996	2,121,690	75/220,306
7.	AchieveForum, Inc.	UNITED STATES	CONDUCTING CONVERSATIONS AT THE SENIOR LEVEL	3/22/2005	3,108,311	78/591,974
8.	AchieveForum, Inc.	UNITED STATES	CONSULTATIVE SKILLS: FOR CUSTOMER-DRIVEN SALES CONVERSATIONS	2/24/2000	2,436,899	75/926,955
9.	AchieveForum, Inc.	UNITED STATES	CONSULTATIVE SKILLS: FOR CUSTOMER-DRIVEN SALES CONVERSATIONS	2/24/2000	2,425,242	75/926,939
10.	AchieveForum, Inc.	UNITED STATES	DEVELOPING CONVERSATION STRATEGIES FOR SENIOR-LEVEL CUSTOMERS	3/22/2005	3,108,312	78/591,975
11.	AchieveForum, Inc.	UNITED STATES	FORUM	1/23/1997	2,149,057	75/229,847
12.	AchieveForum, Inc.	UNITED STATES	FORUM & Design	8/13/1998	2,307,224	75/535,817
13.	AchieveForum, Inc.	UNITED STATES	PLANNING FOR KEY ACCOUNTS	3/22/2005	3,108,313	78/591,977
14.	AchieveForum, Inc.	UNITED STATES	PLANNING FOR PREMIER ACCOUNTS	3/22/2005	3,113,263	78/591,978
15.	AchieveForum, Inc.	UNITED STATES	RESNET	9/21/1998	2,305,836	75/555,789
16.	AchieveForum, Inc.	UNITED STATES	SALES SKILLS ASSESSMENT	3/22/2005	3,156,525	78/591,972
17.	AchieveForum, Inc.	UNITED STATES	SALES THROUGH SERVICE	8/26/1997	2,195,693	75/346,830
18.	AchieveForum, Inc.	UNITED STATES	SPEED TO MASTERY	6/29/2011	4,155,656	85/359,730
19.	AchieveForum, Inc.	UNITED STATES	STRATEGIC PROSPECTING	5/8/1998	2,386,616	75/481,535
20.	AchieveForum, Inc.	UNITED STATES	STRATEGY. ACCELERATED.	12/1/2009	3,862,016	77/882,921
21.	AchieveForum, Inc.	UNITED STATES	TEAMS AND BEYOND	1/23/1996	2,060,081	75/046,987
22.	AchieveForum, Inc.	UNITED STATES	THE FORUM CORPORATION	11/15/2002	2,833,828	76/467,330

TRADEMARK

RECORDED: 02/03/2017

REEL: 005981 FRAME: 0874