

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACHIEVEGLOBAL, INC.		01/31/2017	Corporation: FLORIDA
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: 31			
Property Type	Number	Word Mark	
Registration Number:	3011066	ACHIEVEGLOBAL	
Registration Number:	2261584	ACHIEVEGLOBAL	
Registration Number:	3169101	ACHIEVING EXTRAORDINARY CUSTOMER RELATIO	
Registration Number:	2958132	ACHIEVING RESULTS THROUGH GENUINE LEADER	
Registration Number:	2988056	BRIDGING STRATEGY TO OUTCOMES	
Registration Number:	1701237	COMMUNICATING FOR IMPROVED PERFORMANCE	
Registration Number:	1293358	COMMUNISPOND	
Registration Number:	1313394	COMMUNISPOND	
Registration Number:	2889679	CREATING STELLAR CUSTOMER RELATIONS	
Registration Number:	1712851	EXECUTIVE PRESENTATION SKILLS	
Registration Number:	1665713	FRONTLINE LEADERSHIP	
Registration Number:	2973343	GENUINE LEADERSHIP	
Registration Number:	2774037	GUIDING CUSTOMER CONVERSATIONS	
Registration Number:	2872219	HEALING CUSTOMER RELATIONSHIPS	
Registration Number:	2867655	LEADERSHIP FOR RESULTS	
Registration Number:	3215698	MAXIMIZING TRAINING RESULTS	
Registration Number:	2256064		
Registration Number:	2265614		

OP \$790.00 3011066

Property Type	Number	Word Mark
Registration Number:	2261582	
Registration Number:	2265613	
Registration Number:	4188937	OWNING THE CUSTOMER EXPERIENCE
Registration Number:	3034164	PRINCIPLES AND QUALITIES OF GENUINE LEAD
Registration Number:	3131489	PROFESSIONAL PROSPECTING SKILLS
Registration Number:	3411205	PROFESSIONAL SALES NEGOTIATIONS
Registration Number:	2783743	PROFESSIONAL SELLING SKILLS
Registration Number:	2860396	PROFESSIONAL SELLING SKILLS
Registration Number:	2822186	SERVING A WORLD OF CUSTOMERS
Registration Number:	1616116	SOCRATIC SELLING SKILLS
Registration Number:	2944345	STELLAR SERVICE
Registration Number:	2896152	TEAMING UP FOR SEAMLESS SERVICE
Registration Number:	1665727	ZENGER MILLER

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: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by ACHIEVEGLOBAL, INC., a Florida 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.

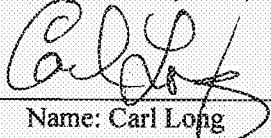
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

ACHIEVEGLOBAL, INC., as Grantor

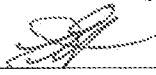
By: 
Name: Carl Long
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005981 FRAME: 0881

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.	AchieveGlobal, Inc.	UNITED STATES	ACHIEVEGLOBAL	7/22/2004	3,011,066	78/455,212
2.	AchieveGlobal, Inc.	UNITED STATES	ACHIEVEGLOBAL & Design	10/16/1997	2,261,584	75/373,932
3.	AchieveGlobal, Inc.	UNITED STATES	ACHIEVING EXTRAORDINARY CUSTOMER RELATIONS	8/25/2003	3,169,101	76/539,766
4.	AchieveGlobal, Inc.	UNITED STATES	ACHIEVING RESULTS THROUGH GENUINE LEADERSHIP	5/22/2003	2,958,132	78/253,478
5.	AchieveGlobal, Inc.	UNITED STATES	BRIDGING STRATEGY TO OUTCOMES	6/4/2003	2,988,056	78/258,450
6.	AchieveGlobal, Inc.	UNITED STATES	COMMUNICATING FOR IMPROVED PERFORMANCE	6/4/1991	1,701,237 Cancelled	74/173,016
7.	AchieveGlobal, Inc.	UNITED STATES	COMMUNISPOND	1/20/1983	1,293,358	73/410,161
8.	AchieveGlobal, Inc.	UNITED STATES	COMMUNISPOND	12/16/1983	1,313,394	73/466,797
9.	AchieveGlobal, Inc.	UNITED STATES	CREATING STELLAR CUSTOMER RELATIONS	3/29/2002	2,889,679	76/389,285
10.	AchieveGlobal, Inc.	UNITED STATES	EXECUTIVE PRESENTATION SKILLS	6/4/1991	1,712,851 Cancelled	74/173,665
11.	AchieveGlobal, Inc.	UNITED STATES	FRONTLINE LEADERSHIP	10/25/1990	1,665,713 Cancelled	74/109,782
12.	AchieveGlobal, Inc.	UNITED STATES	GENUINE LEADERSHIP	5/22/2003	2,973,343	78/253,479
13.	AchieveGlobal, Inc.	UNITED STATES	GUIDING CUSTOMER CONVERSATIONS	3/29/2002	2,774,037	76/389,283
14.	AchieveGlobal, Inc.	UNITED STATES	HEALING CUSTOMER RELATIONSHIPS	3/29/2002	2,872,219	76/389,284
15.	AchieveGlobal, Inc.	UNITED STATES	LEADERSHIP FOR RESULTS	7/31/2000	2,867,655	78/018,996
16.	AchieveGlobal, Inc.	UNITED STATES	MAXIMIZING TRAINING RESULTS	5/10/2006	3,215,698	78/880,671
17.	AchieveGlobal, Inc.	UNITED STATES	Miscellaneous Design	10/16/1997	2,256,064	75/373,923
18.	AchieveGlobal, Inc.	UNITED STATES	Miscellaneous Design	10/16/1997	2,265,614	75/373,922
19.	AchieveGlobal, Inc.	UNITED STATES	Miscellaneous Design	10/16/1997	2,261,582	75/373,901
20.	AchieveGlobal, Inc.	UNITED STATES	Miscellaneous Design	10/16/1997	2,265,613	75/373,900
21.	AchieveGlobal, Inc.	UNITED STATES	OWNING THE CUSTOMER EXPERIENCE	5/16/2011	4,188,937	85/321,800

22.	AchieveGlobal, Inc.	UNITED STATES	PRINCIPLES AND QUALITIES OF GENUINE LEADERSHIP	5/22/2003	3,034,164	78/253,462
23.	AchieveGlobal, Inc.	UNITED STATES	PROFESSIONAL PROSPECTING SKILLS	11/23/2005	3,131,489	78/760,412
24.	AchieveGlobal, Inc.	UNITED STATES	PROFESSIONAL SALES NEGOTIATIONS	10/18/2007	3,411,205	77/307,753
25.	AchieveGlobal, Inc.	UNITED STATES	PROFESSIONAL SELLING SKILLS	4/25/2002	2,783,743	76/400,423
26.	AchieveGlobal, Inc.	UNITED STATES	PROFESSIONAL SELLING SKILLS	8/15/2003	2,860,396	78/288,128
27.	AchieveGlobal, Inc.	UNITED STATES	SERVING A WORLD OF CUSTOMERS	3/29/2002	2,822,186	76/389,286
28.	AchieveGlobal, Inc.	UNITED STATES	SOCRATIC SELLING SKILLS	5/5/1989	1,616,116	73/797,919
29.	AchieveGlobal, Inc.	UNITED STATES	STELLAR SERVICE	3/29/2002	2,944,345	76/389,224
30.	AchieveGlobal, Inc.	UNITED STATES	TEAMING UP FOR SEAMLESS SERVICE	3/29/2002	2,896,152	76/389,387
31.	AchieveGlobal, Inc.	UNITED STATES	ZENGER MILLER	11/26/1990	1,665,727 Cancelled	74/118,149