

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carlton Group Ltd.		09/29/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Alcentra Capital Corporation		
Street Address:	200 Park Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3568850	POWER2MOTIVATE	
Registration Number:	3684822	P2M	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-609-7777		
Email:	acurley@vedderprice.com		
Correspondent Name:	Angelique Curley		
Address Line 1:	222 N. LaSalle Street		
Address Line 2:	Vedder Price		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	48202.00.0005		
NAME OF SUBMITTER:	Angelique Curley		
SIGNATURE:	/Angelique Curley/		
DATE SIGNED:	10/02/2017		
Total Attachments: 6			
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 29, 2017 (this "**Agreement**"), by **CARLTON GROUP LTD.**, an Ontario corporation (collectively, with any of its successors and assigns, including, without limitation, Carlton One Engagement ULC, a British Columbia corporation, the "**Pledgor**"), in favor of **ALCENTRA CAPITAL CORPORATION**, a Maryland corporation, in its capacity as administrative agent for and on behalf of the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "**Agent**").

WITNESSETH:

WHEREAS, CGGR Operations Holding Corporation, a British Columbia corporation, each other party that becomes a borrower thereunder (each individually and collectively, as the context may require, the "**Borrower**" or "**Borrowers**"), have entered into that certain Revolving Credit and Term Loan Agreement dated as of September 29, 2017 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**"), with Agent and Lenders, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders;

WHEREAS, the Pledgor is party to that certain General Security Agreement dated as of even date herewith made by Pledgor and the others party thereto in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and that certain Guarantee dated as of even date herewith made by the Pledgor and the others party thereto in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee**"), pursuant to which the Pledgor has agreed (i) to guaranty the Guaranteed Obligations (as defined in the Guarantee) and (ii) to pledge and grant a security interest in the Collateral (as defined in the Security Agreement) as security for the Obligations (as defined in the Credit Agreement); and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations to the Borrowers thereunder:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement have the respective meanings given to them in the Security Agreement or, to the extent not defined in the Security Agreement, the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent to secure the Guaranteed Obligations (as defined in the Guarantee) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.


SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. If any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon termination of the Credit Agreement in accordance with the terms thereof and termination of the Security Agreement, the Agent shall promptly upon request of the Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

CARLTON GROUP LTD.

By: 
Name: _____
Title:

By: _____
Name:
Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark/Name	Reg. No.	Reg. Date	Owner	Goods/Services
POWER2MOTIV ATE	3,568,850	February 3, 2009	Carlton Group LTD. (CANADA CORP.)	(Int'l Class: 35) on-line web services, namely, providing a website that provides business related tools for others to manage the operation of a fully hosted internet accessible site for the self-management of employee incentive award and recognition programs and sales and channel incentive programs, namely, program business rules, tracking and reporting, and for providing training, contests, surveys and electronic games (Int'l Class: 42) providing on-line non- downloadable software, namely, programs to automate for automation of all of the following-- the setup and management of employee incentive award and recognition programs, sales and channel incentives programs, the tracking and reporting of client programs, and reward fulfillment and accounting; providing on-line non- downloadable software, namely, programs that integrate for integration of web based tools including employee, sales and business training, contests, surveys, games and sales force automation; on-line web services, namely, web site creation, design and maintenance services in the

Mark/Name	Reg. No.	Reg. Date	Owner	Goods/Services
				field of employee, sales and channel incentive award and recognition programs
P2M	3,684,822	September 22, 2009	Carlton Group LTD. (CANADA CORP.)	<p>(Int'l Class: 35) on-line web services, namely, providing a website that provides business related tools for others to manage the operation of a fully hosted internet accessible site for the self-management of employee incentive award and recognition programs and sales and channel incentive programs, namely, program business rules, tracking and reporting, and for providing training, contests, surveys and electronic games</p> <p>(Int'l Class: 42) providing on-line non-downloadable software, namely, programs to automate for automation of all of the following-- the setup and management of employee incentive award and recognition programs, sales and channel incentives programs, the tracking and reporting of client programs, and reward fulfillment and accounting; providing on-line non-downloadable software, namely, programs that integrate for integration of web based tools including employee, sales and business training, contests, surveys, games and sales force automation; on-line web services, namely, web site creation, design and maintenance services for others in the field of employee, sales</p>

Mark/Name	Reg. No.	Reg. Date	Owner	Goods/Services
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