

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corporate Visions, Inc.		12/08/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as 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:	4450214	THOUGHTFUL SELLING	
Registration Number:	4535588	EXECUTIVE CONVERSATION	
Registration Number:	4319863	BAYGROUPOPOM	
Registration Number:	4196179	EXECUTING PROFITABLE GROWTH	
Registration Number:	4098814	BAYGROUP INTERNATIONAL	
Registration Number:	4165981	THE SALES ENABLEMENT CONTENT COMPANY	
Registration Number:	3882039	BGIWEBCOACH	
Registration Number:	3281501	INTEGRATED ENABLEMENT MARKETING	
Registration Number:	3282590	EXECUTIVE CONVERSATION	
Registration Number:	3303746	THE LANGUAGE OF RESULTS	
Registration Number:	3204735	EXECUTING SALES STRATEGY	
Registration Number:	2396767	TENSION BREAKTHROUGH: CREATIVE SELF-INTE	
Registration Number:	2396764	WINNING INSURANCE NEGOTIATIONS	
Registration Number:	2396766	FIND THE HIGHER BUSINESS PURPOSE FOSTER	
Registration Number:	2396768	TENSION BREAKTHROUGH: CREATIVE MAKE TRAD	
Registration Number:	2334371	MANAGEMENT REINFORCEMENT TOOLKIT	
Registration Number:	2396769	WINNING IN PRICE NEGOTIATIONS	
Registration Number:	2396763	MAKING THE CUSTOMER TEAM WORK	
Registration Number:	2337265	SITUATIONAL CLAIMS NEGOTIATION	

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Property Type	Number	Word Mark
Registration Number:	2396765	FULLY ENGAGED CONSTRUCTIVE CONTENTION EX
Registration Number:	2337266	SITUATIONAL SALES NEGOTIATION
Registration Number:	2394539	EXECUTIVE CONVERSATION
Registration Number:	1939386	BAYGROUP INTERNATIONAL
Registration Number:	1729257	CONSTRUCTIVE CONTENTION
Registration Number:	1729256	CONSTRUCTIVE CONTENTION
Registration Number:	1743639	CONSTRUCTIVE CONTENTION
Registration Number:	1748928	CONSTRUCTIVE CONTENTION
Registration Number:	1504360	CORPORATE VISIONS INC.
Serial Number:	87003082	CAPTURE VALUE
Serial Number:	87003074	ELEVATE VALUE
Serial Number:	87003079	CREATE VALUE

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: DUSAN CLARK, ESQ.
Address Line 1: SIDLEY AUSTIN LLP
Address Line 2: 2021 MCKINNEY AVE., SUITE 2000
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30190
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/08/2017

Total Attachments: 9
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademark Security Agreement)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 8, 2017 is made by CORPORATE VISIONS, INC., an Indiana corporation (the "Grantor") in favor of ANTARES CAPITAL LP ("Antares Capital"), as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, CVI PARENT, INC., a Delaware corporation ("Holdings"), CORPORATE VISIONS, INC., an Indiana corporation (the "Borrower"), Grantor, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of May 29, 2015 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

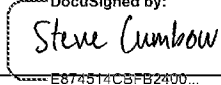
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

CORPORATE VISIONS, INC.,
as Grantor

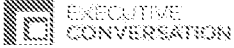
By: 
Name: Steve Cumbow
Title: CFO




ANTARES CAPITAL LP,
as Agent

By: Heidi Kuehler
Name: Heidi Kuehler
Title: Senior Vice President

SCHEDULE A

United States Trademark Applications


Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
THOUGHTFUL SELLING	85811370 27-DEC- 2012	4450214 17-DEC- 2013	CORPORATE VISIONS, INC.	Registered
EXECUTIVE CONVERSATION 	85726559 11-SEP- 2012	4535588 27-MAY- 2014	CORPORATE VISIONS, INC.	Registered
BAYGROUPOP	85570801 15-MAR- 2012	4319863 16-APR- 2013	CORPORATE VISIONS, INC.	Registered
EXECUTING PROFITABLE GROWTH	85540993 13-FEB- 2012	4196179 21-AUG- 2012	CORPORATE VISIONS, INC.	Registered Supplemental Register
BAYGROUP INTERNATIONAL	85359684 29-JUN- 2011	4098814 14-FEB- 2012	CORPORATE VISIONS, INC.	Registered
THE SALES ENABLEMENT CONTENT COMPANY	85211766 06-JAN- 2011	4165981 26-JUN- 2012	CORPORATE VISIONS, INC.	Registered Supplemental Register
BGIWEBCOACH	77546326 13-AUG- 2008	3882039 30-NOV- 2010	CORPORATE VISIONS, INC.	Registered
INTEGRATED ENABLEMENT MARKETING	77020385 13-OCT- 2006	3281501 21-AUG- 2007	CORPORATE VISIONS, INC.	Registered
EXECUTIVE CONVERSATION	78778735 21-DEC- 2005	3282590 21-AUG- 2007	CORPORATE VISIONS, INC.	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
				
THE LANGUAGE OF RESULTS	78643608 03-JUN-2005	3303746 02-OCT-2007	CORPORATE VISIONS, INC.	Registered
EXECUTING SALES STRATEGY	78620787 02-MAY-2005	3204735 30-JAN-2007	CORPORATE VISIONS, INC.	Registered Supplemental Register
TENSION BREAKTHROUGH: CREATIVE SELF-INTEREST: COMPETITIVE RELATIONSHIP: COLLABORATIVE 	75462736 06-APR-1998	2396767 24-OCT-2000	CORPORATE VISIONS, INC.	Renewed (Registered)
WINNING INSURANCE NEGOTIATIONS	75462729 06-APR-1998	2396764 24-OCT-2000	CORPORATE VISIONS, INC.	Renewed (Registered) Section 2(F)
FIND THE HIGHER BUSINESS PURPOSE FOSTER CREATIVE SOLUTIONS MAXIMIZE INFORMATION FLOW MAINTAIN MUTUAL ESTEEM 	75462735 06-APR-1998	2396766 24-OCT-2000	CORPORATE VISIONS, INC.	Renewed (Registered)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACTIVE 226830031


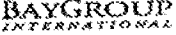
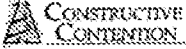
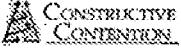
TRADEMARK
REEL: 006224 FRAME: 0556

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
TENSION BREAKTHROUGH: CREATIVE MAKE TRADES MAKE DEMANDS SELF- INTEREST: COMPETITIVE PROPOSE CONDITIONALLY TEST AND SUMMARIZE ASK OPEN QUESTIONS RELATIONSHIP: COLLABORATIVE 	75462737 06-APR- 1998	2396768 24-OCT- 2000	CORPORATE VISIONS, INC.	Renewed (Registered)
MANAGEMENT REINFORCEMENT TOOLKIT	75462732 06-APR- 1998	2334371 28-MAR- 2000	CORPORATE VISIONS, INC.	Renewed (Registered)
WINNING IN PRICE NEGOTIATIONS	75462738 06-APR- 1998	2396769 24-OCT- 2000	CORPORATE VISIONS, INC.	Renewed (Registered) Section 2(F)
MAKING THE CUSTOMER TEAM WORK	75462395 06-APR- 1998	2396763 24-OCT- 2000	CORPORATE VISIONS, INC.	Renewed (Registered) Section 2(F)
SITUATIONAL CLAIMS NEGOTIATION**	75462730 06-APR- 1998	2337265 04-APR- 2000	CORPORATE VISIONS, INC.	Renewed (Registered) Section 2(F)
FULLY ENGAGED CONSTRUCTIVE CONTENTION EXCESS CONVICTION BECOMES "FIGHT" EXCESS COOPERATION BECOMES "FLIGHT" DISENGAGED	75462734 06-APR- 1998	2396765 24-OCT- 2000	CORPORATE VISIONS, INC.	Renewed (Registered)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACTIVE 226830031

TRADEMARK
REEL: 006224 FRAME: 0557

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
				
SITUATIONAL SALES NEGOTIATION	75462739 06-APR- 1998	2337266 04-APR- 2000	CORPORATE VISIONS, INC.	Renewed (Registered) Section 2(F)
EXECUTIVE CONVERSATION	75328192 21-JUL- 1997	2394539 17-OCT- 2000	CORPORATE VISIONS, INC.	Renewed (Registered)
BAYGROUP INTERNATIONAL 	74539130 17-JUN- 1994	1939386 05-DEC- 1995	CORPORATE VISIONS, INC.	Renewed (Registered)
CONSTRUCTIVE CONTENTION 	74162149 29-APR- 1991	1729257 03-NOV- 1992	CORPORATE VISIONS, INC.	Renewed (Registered)
CONSTRUCTIVE CONTENTION	74162148 29-APR- 1991	1729256 03-NOV- 1992	CORPORATE VISIONS, INC.	Renewed (Registered)
CONSTRUCTIVE CONTENTION 	74162150 29-APR- 1991	1743639 29-DEC- 1992	CORPORATE VISIONS, INC.	Renewed (Registered)
CONSTRUCTIVE CONTENTION	74162147 29-APR- 1991	1748928 26-JAN- 1993	CORPORATE VISIONS, INC.	Renewed (Registered)
CORPORATE VISIONS INC.	73695677 16-NOV- 1987	1504360 13-SEP- 1988	CORPORATE VISIONS, INC.	Renewed (Registered)

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACTIVE 226830031

TRADEMARK
REEL: 006224 FRAME: 0558

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CAPTURE VALUE		87/003082	CORPORATE VISIONS, INC.	Registered
ELEVATE VALUE		87/003074	CORPORATE VISIONS, INC.	Registered
CREATE VALUE		87/003079	CORPORATE VISIONS, INC.	Registered

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACTIVE 226830031

RECORDED: 12/08/2017

**TRADEMARK
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