

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vistage Worldwide, Inc.		02/08/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie Capital Funding LLC
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1433330	TEC
Registration Number:	3287003	VISTAGE
Registration Number:	3287004	VISTAGE
Registration Number:	3287005	VISTAGE
Registration Number:	3287006	VISTAGE
Registration Number:	3420168	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3345601	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3393048	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	5041471	VISTAGE PRIVATE ADVISORY BOARDS FOR CEOS
Registration Number:	4969131	VISTAGE WORKS
Registration Number:	5090216	VISTAGE WORKS
Registration Number:	5099298	VISTAGE WORKS
Registration Number:	3357454	VISTAGE BETTER LEADERS DECISIONS RESULTS
Serial Number:	87667696	VISTAGE PERSPECTIVES
Serial Number:	87667701	VISTAGE PERSPECTIVES
Serial Number:	87667702	VISTAGE PERSPECTIVES
Serial Number:	87667700	VISTAGE PERSPECTIVES

CH \$440.00 1433330

CORRESPONDENCE DATA**Fax Number:** 2134522329*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:** 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071**ATTORNEY DOCKET NUMBER:** 1134682-0051-S216**NAME OF SUBMITTER:** Justine Lu**SIGNATURE:** /Justine Lu/**DATE SIGNED:** 02/08/2018**Total Attachments: 6**

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of February 8, 2018, by Vistage Worldwide, Inc., a Delaware corporation (the “**Grantor**”), in favor of Macquarie Capital Funding LLC, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of February 8, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

VISTAGE WORLDWIDE, INC.,
as Grantor

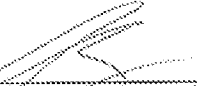
By: 
Name: M. Beau Paradowski
Title: Chief Financial Officer & Treasurer

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006268 FRAME: 0420




MACQUARIE CAPITAL FUNDING LLC,
as Administrative Agent

By: 
Name: Michael Barrish
Title: Authorized Signatory

By: 
Name: Ayesha Farooqi
Title: Authorized Signatory



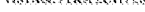
Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Vistage Worldwide, Inc.	1433330	TEC
Vistage Worldwide, Inc.	3287003	VISTAGE VISTAGE
Vistage Worldwide, Inc.	3287004	VISTAGE VISTAGE
Vistage Worldwide, Inc.	3287005	VISTAGE VISTAGE
Vistage Worldwide, Inc.	3287006	VISTAGE VISTAGE
Vistage Worldwide, Inc.	3420168	VISTAGE BETTER LEADERS DECISIONS RESULTS & Design  VISTAGE
Vistage Worldwide, Inc.	3345601	VISTAGE BETTER LEADERS DECISIONS RESULTS & Design  VISTAGE
Vistage Worldwide, Inc.	3393048	VISTAGE BETTER LEADERS DECISIONS RESULTS & Design  VISTAGE
Vistage Worldwide, Inc.	5041471	VISTAGE PRIVATE ADVISORY BOARDS FOR CEOS, EXECUTIVES AND BUSINESS OWNERS. (Stylized) VISTAGE

Vistage Worldwide, Inc.	4969131	VISTAGE WORKS (Stylized) 
Vistage Worldwide, Inc.	5090216	VISTAGE WORKS & Design 
Vistage Worldwide, Inc.	5099298	VISTAGE WORKS & Design 
Vistage Worldwide, Inc.	3357454	VISTAGE BETTER LEADERS DECISIONS RESULTS & Design 

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Vistage Worldwide, Inc.	87/667,696	VISTAGE PERSPECTIVES 
Vistage Worldwide, Inc.	87/667,701	VISTAGE PERSPECTIVES 
Vistage Worldwide, Inc.	87/667,702	VISTAGE PERSPECTIVES 
Vistage Worldwide, Inc.	87/667,700	VISTAGE PERSPECTIVES 