

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engage2Excel, Inc.		03/07/2018	Corporation:
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Collateral Agent		
Street Address:	500 W. 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5296296	GENERATIONAL MERCHANDISING	
Registration Number:	5219616	TRENDICATORS	
Registration Number:	5030043	ENGAGE2EXCEL	
Registration Number:	4704789	THE RECOGNITION EXPERIENCE	
Registration Number:	4682781	THE RECOGNITION EFFECT	
Registration Number:	4563168	THE BUTTERFLY EFFECT	
Registration Number:	4338887	R	
Registration Number:	4338554	CUBE CRITTERS	
Registration Number:	4160846		
Registration Number:	4107817		
Registration Number:	3678650	OMNI OMNI SOLUTIONS	
Registration Number:	3574660	PINNACLE PERFORMANCE SOLUTIONS	
Registration Number:	3528205	THE MASTERPIECE COLLECTION	
Registration Number:	3368617	P360	
Registration Number:	3368616	THARPE TR ROBBINS	
Registration Number:	3322996	MOTIV8	
Serial Number:	87338107	GRANTME	
Serial Number:	87338396	SOCIABLES	

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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:** 69444-30070**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 03/09/2018**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 7, 2018, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 7, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **ENGAGE2EXCEL, INC.**, a Delaware corporation (the "Borrower"), **E2E HOLDINGS, INC.**, a Delaware corporation ("Holdings"), the other Loan Parties party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), **AB PRIVATE CREDIT INVESTORS LLC**, as administrative agent, and the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of March 7, 2018, executed by the Grantor in favor of the Collateral Agent (and it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of the Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Annex A attached hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by the Grantor pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by the Grantor are more fully set forth in the Pledge 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This 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.

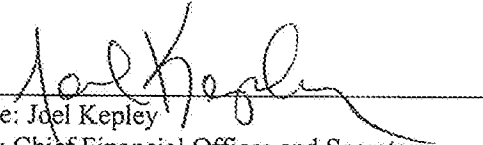
Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release.

[remainder of page intentionally left blank]

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

ENGAGE2EXCEL, INC., as Grantor

By: 
Name: Joel Kepley
Title: Chief Financial Officer and Secretary


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ENGAGE2EXCEL, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006289 FRAME: 0033

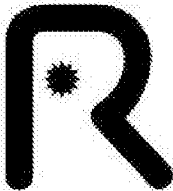

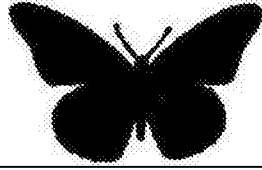

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Kevin Alexander
Title: Managing Director

ANNEX A

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Engage2Excel, Inc.	USA	GENERATIONAL MERCHANDISING	5296296	September 26, 2017
Engage2Excel, Inc.	USA	TRENDICATORS	5219616	June 6, 2017
Engage2Excel, Inc.	USA	ENGAGE2EXCEL	5030043	August 30, 2016
Engage2Excel, Inc.	USA	THE RECOGNITION EXPERIENCE	4704789	Mach 17, 2015
Engage2Excel, Inc.	USA	THE RECOGNITION EFFECT	4682781	February 3, 2015
Engage2Excel, Inc.	USA	THE BUTTERFLY EFFECT	4563168	July 8, 2014
Engage2Excel, Inc.	USA	R and Design 	4338887	May 21, 2013
Engage2Excel, Inc.	USA	CUBE CRITTERS	4338554	May 21, 2013
Engage2Excel, Inc.	USA		4160846	June 19, 2012
Engage2Excel, Inc.	USA		4107817	March 6, 2012
Engage2Excel, Inc.	USA	OMNI OMNI SOLUTIONS and Design 	3678650	September 8, 2009

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Engage2Excel, Inc.	USA	PINNACLE PERFORMANCE SOLUTIONS	3574660	February 17, 2009
Engage2Excel, Inc.	USA	THE MASTERPIECE COLLECTION	3528205	November 4, 2008
Engage2Excel, Inc.	USA	P360	3368617	January 15, 2008
Engage2Excel, Inc.	USA	THARPE TR ROBBINS	3368616	January 15, 2008
Engage2Excel, Inc.	USA	MOTIV8	3322996	October 30, 2007
Engage2Excel, Inc.	USA	GRANTME	87338107	February 16, 2017
Engage2Excel, Inc.	USA	SOCIABLES	87338396	February 16, 2017