

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNI Global, LLC		07/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHPORT TRS, LLC, AS COLLATERAL AGENT		
Street Address:	712 Fifth Ave., 42nd Floor		
Internal Address:	c/o CVC Credit Partners LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5299668	GIVERS GAIN	
Registration Number:	5279931	BNI CONNECT	
Registration Number:	4494662	BNI	
Registration Number:	4436057	BUSINESS NETWORK INT'L	
Registration Number:	4156463	VCP	
Registration Number:	3677755	LOCAL BUSINESS - GLOBAL NETWORK	
Registration Number:	3563283	CHANGING THE WAY THE WORLD DOES BUSINESS	
Registration Number:	3439110	BNI	
Registration Number:	3752602	VCP PROCESS	
Registration Number:	3416104	INTERNATIONAL NETWORKING WEEK	
Registration Number:	3455604	INTERNATIONAL NETWORKING DAY	
Registration Number:	3069990	GIVERS GAIN	
Registration Number:	2233431	BNI	
Registration Number:	1805510	BNI THE BUSINESS NETWORK INTL.	
Registration Number:	5322271	MSP	
Registration Number:	5345065	GAINS EXCHANGE	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 5299668

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	33313 / 004
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	07/02/2018
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2018, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of NORTHPORT TRS, LLC, a Delaware limited liability company (“*CVC*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, BNI Holdings, LLC, a Delaware limited liability company (the “*Parent*”), BNI Global Holdings LLC, a Delaware limited liability company (“*Holdings*”), BNI Global, LLC, a Delaware limited liability company (“*BNI Global*”), as a Borrower and as agent for the other Borrowers from time to time party thereto (in such capacity, “*Borrower Agent*”), and Corporate Connections Global, LLC, a Delaware limited liability company (“*Corporate Global*,” a “*Borrower*” and together with BNI Global, collectively, the “*Borrowers*”), BNI Connect Global, LLC, a Delaware limited liability company (“*Connect Global*”) and any Subsidiaries of Parent that are Guarantors or become Guarantors thereunder pursuant to Section 7.10 therein (such Persons, together with Parent, Holdings, and Connect Global, collectively, the “*Guarantors*”), any Subsidiaries of Parent that are Non-Recourse Pledgors (as defined in the Credit Agreement) or that become Non-Recourse Pledgors (as defined in the Credit Agreement) pursuant to Section 7.10 therein (such Persons, the “*Non-Recourse Grantors*”, and together with the Guarantors and the Borrowers, collectively, the “*Credit Parties*” and each a “*Credit Party*”), the lenders from time to time party hereto (each a “*Lender*” and, collectively, the “*Lenders*”), Northport TRS, LLC, a Delaware limited liability company (“*CVC*”), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), and CVC, as Collateral Agent for the Secured Parties (and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), have entered into a Credit Agreement, dated as of July 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement dated as of July 2, 2018 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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 and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, each 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 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, hereby grants to the Collateral 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, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (“.pdf”) shall be valid and binding to the same extent as an original signature page.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, and 8.12 of the Guaranty and

Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[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.

BNI GLOBAL, LLC, as Grantor

By: 

Name: Graham Wehmiller

Title: Chairman & Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006403 FRAME: 0648

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
GIVERS GAIN	87273030 19-DEC-2016	5299668 03-OCT-2017	BNI GLOBAL, LLC
BNI CONNECT	87271807 16-DEC-2016	5279931 05-SEP-2017	BNI GLOBAL, LLC
BNI 	86022426 29-JUL-2013	4494662 11-MAR-2014	BNI GLOBAL, LLC
BUSINESS NETWORK INT'L	85895032 04-APR-2013	4436057 19-NOV-2013	BNI GLOBAL, LLC
VCP	85188628 01-DEC-2010	4156463 12-JUN-2012	BNI GLOBAL, LLC
LOCAL BUSINESS - GLOBAL NETWORK	77603077 29-OCT-2008	3677755 01-SEP-2009	BNI GLOBAL, LLC
CHANGING THE WAY THE WORLD DOES BUSINESS	77338601 28-NOV-2007	3563283 20-JAN-2009	BNI GLOBAL, LLC
BNI	77129931 13-MAR-2007	3439110 03-JUN-2008	BNI GLOBAL, LLC
VCP PROCESS	76667324 12-OCT-2006	3752602 23-FEB-2010	BNI GLOBAL, LLC
INTERNATIONAL NETWORKING WEEK 	78892434 25-MAY-2006	3416104 22-APR-2008	BNI GLOBAL, LLC
INTERNATIONAL NETWORKING DAY 	78882193 12-MAY-2006	3455604 24-JUN-2008	BNI GLOBAL, LLC
GIVERS GAIN	76634682 31-MAR-2005	3069990 21-MAR-2006	BNI GLOBAL, LLC
BNI 	75313880 24-JUN-1997	2233431 23-MAR-1999	BNI GLOBAL, LLC
BNI THE BUSINESS NETWORK INTL.	74188406 25-JUL-1991	1805510 16-NOV-1993	BNI GLOBAL, LLC
MSP	87365447 09-MAR-2017	5322271 31-OCT-2017	BNI GLOBAL, LLC.
GAINS EXCHANGE	87365526 09-MAR-2017	5345065 28-NOV-2017	BNI GLOBAL, LLC.