

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544784

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Navigant Consulting, Inc.		10/11/2019	Corporation:
CareClarity, Inc.		10/11/2019	Corporation:
Navigant Cymetrix Corporation		10/11/2019	Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Collateral Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H1C4
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4687454	BALDRIGE AS A BLUEPRINT
<b>Registration Number:</b>	4466436	CAPTUREMETRIX
<b>Registration Number:</b>	4252586	CARECLARITY
<b>Registration Number:</b>	2997140	
<b>Registration Number:</b>	4551286	CODEMETRIX
<b>Registration Number:</b>	4466434	COLLECTMETRIX
<b>Registration Number:</b>	4447950	COMPLIANCECHECK
<b>Registration Number:</b>	3678287	CYMETRIX
<b>Registration Number:</b>	4301664	DAYLIGHT FORENSIC & ADVISORY
<b>Registration Number:</b>	4434603	DECISIONPOINT
<b>Registration Number:</b>	4483516	DYMEDEX
<b>Registration Number:</b>	4714833	FATCA FILTER
<b>Registration Number:</b>	4221497	FATCA FIND
<b>Registration Number:</b>	2665596	GENERATION KNOWLEDGE SERVICE
<b>Registration Number:</b>	3539779	GKS
<b>Registration Number:</b>	3649850	GKS FOSSIL
<b>Registration Number:</b>	2662357	GKS GENERATION KNOWLEDGE SERVICE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3511629	GKS GOLD
Registration Number:	3649849	GKS HYDRO
Registration Number:	4914274	GPS
Registration Number:	3421639	LCEN
Registration Number:	3500354	LOW CARBON ENERGY NETWORK
Registration Number:	3135675	MICROGADS GOLD
Registration Number:	2714796	NAVIGANT
Registration Number:	3452419	NAVIGANT
Registration Number:	5401542	NAVIGANT
Registration Number:	3456793	N^VIGANT
Registration Number:	3456794	NAVIGANT CONSULTING
Registration Number:	5118423	ORCAP
Registration Number:	2413418	PETERSON WORLDWIDE
Registration Number:	3874081	PIKE RESEARCH
Registration Number:	3874082	PIKE RESEARCH
Registration Number:	3243781	PORTFOLIO DISCOVERY
Registration Number:	4018278	REVENUEMED
Registration Number:	2681252	SUMMIT BLUE
Registration Number:	3804059	THE BEST WAY FORWARD
Registration Number:	3653042	THE HUNTER GROUP
Registration Number:	4443791	TIBER GROUP
Registration Number:	4121855	VITALSTATS

**CORRESPONDENCE DATA**

Fax Number: 2127158100

*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: 212-715-9100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 071498-00016

**NAME OF SUBMITTER:** Diane Torniali

**SIGNATURE:** /Diane Torniali/

**DATE SIGNED:** 10/11/2019

**Total Attachments: 10**

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**First Lien Trademark Security Agreement**

**First Lien Trademark Security Agreement** (the "Trademark Security Agreement"), dated as of October 11, 2019, by Navigant Consulting, Inc. ("NCI"), CareClarity, Inc. ("CareClarity") and Navigant Cymetrix Corporation ("Cymetrix" and together with NCI and CareClarity, individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. 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 Security Agreement and Pledgors hereby acknowledge and affirm 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 Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

NAVIGANT CONSULTING, INC.

By: 

Name: Scott McIntyre  
Title: President and CEO

CARECLARITY, INC.

By: 

Name: Scott McIntyre  
Title: President

NAVIGANT CYMETRIX CORPORATION

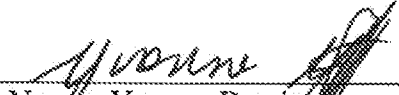
By: 

Name: Scott McIntyre  
Title: CEO

Agreed to and Accepted:

ROYAL BANK OF CANADA, as Collateral  
Agent

By:

  
Name: Yvonne Brazier  
Title: Manager, Agency Services

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Applications:**

None.



**Trademark Registrations:**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>Status</b>	<b>App. No.</b>	<b>Filed</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
BALDRIGE AS A BLUEPRINT	United States of America	35	Registered	86/265,015	4/29/2014	4,687,454	2/17/2015	Navigant Consulting, Inc
CAPTUREMETRIX	United States of America	42	Registered	85/595,539	6/13/2013	4,466,436	1/14/2014	Cymetrix Corporation
CARECLARITY	United States of America	35	Registered	85/435,862	9/29/2011	4,252,586	12/4/2012	CareClarity, Inc.
CHEVRON DESIGN	United States of America	35,36,42	Registered	78/351,718	1/14/2004	2,997,140	9/20/2005	Navigant Consulting, Inc
CODEMETRIX	United States of America	42	Registered	86/106,084	10/30/2013	4,551,286	6/17/2014	Cymetrix Corporation
COLLECTMETRIX	United States of America	42	Registered	85/595,467	6/13/2013	4,466,434	1/14/2014	Cymetrix Corporation
COMPLIANCE CHECK	United States of America	42	Registered	85/963,702	6/19/2013	4,447,950	12/10/2013	Navigant Consulting, Inc

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CYMETRIX	United States of America	35,36,42	Registered	77309007	10/19/2007	3,678,287	9/8/2009	Cymetrix Corporation
DAYLIGHT FORENSIC & ADVISORY	United States of America	45	Registered	77/864,647	11/4/2009	4,301,664	3/12/2013	Navigant Consulting, Inc
DECISIONPOINT	United States of America	42	Registered	85/456,488	10/26/2011	4,434,603	11/19/2013	Navigant Consulting, Inc
DYMEDEX	United States of America	35	Registered	85/787,083	11/26/2012	4,483,516	2/18/2014	Navigant Consulting, Inc
FATCA FILTER	United States of America	35	Registered	86/200,213	2/21/2014	4,714,833	4/7/2015	Navigant Consulting, Inc
FATCA FIND	United States of America	42	Registered	85/549,265	2/22/2012	4,221,497	10/9/2012	Navigant Consulting, Inc
GENERATION KNOWLEDGE SERVICE	United States of America	9,35	Registered	76/248,801	4/27/2001	2,665,596	12/24/2002	Navigant Consulting, Inc
GKS	United States of America	35,42	Registered	77/406,937	2/26/2008	3,539,779	12/2/2008	Navigant Consulting, Inc
GKS FOSSIL	United States of America	35,42	Registered	77/518	7/9/2007	3,649,	7/7/2007	Navigant

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	America		ered	,181	08	850	09	Consulting, Inc
GKS GENERATION KNOWLEDGE SERVICE & DESIGN	United States of America	9,35	Registered	76/306,234	8/27/2001	2,662,357	12/17/2002	Navigant Consulting, Inc
GKS GOLD	United States of America	35,42	Registered	77/406,945	2/26/2008	3,511,629	10/7/2008	Navigant Consulting, Inc
GKS HYDRO	United States of America	35,42	Registered	77/518,146	7/9/2008	3,649,849	7/7/2009	Navigant Consulting, Inc
GPS	United States of America	35,41	Registered	86/155,375	12/31/2013	4,914,274	3/8/2016	Navigant Consulting, Inc
LCEN	United States of America	35	Registered	77/150,817	4/6/2007	3,421,639	5/6/2008	Navigant Consulting, Inc
LOW CARBON ENERGY NETWORK	United States of America	35	Registered	77/143,909	3/29/2007	3,500,354	9/9/2008	Navigant Consulting, Inc
MICROGADS GOLD	United States of America	9	Registered	78/710,968	9/12/2005	3,135,675	8/29/2006	Navigant Consulting, Inc
NAVIGANT	United States of America	35,39,42	Registered	75/596,878	11/30/1998	2,714,796	5/13/2003	Navigant Consulting, Inc

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NAVIGANT	United States of America	9,35,36,45	Registered	77/207,039	6/15/2007	3,452,419	6/24/2008	Navigant Consulting, Inc
NAVIGANT	United States of America	42	Registered	87/543,528	7/26/2017	5,401,542	2/13/2018	Navigant Consulting, Inc
NAVIGANT & DESIGN	United States of America	9,35,36,45	Registered	77/207,082	6/15/2007	3,456,793	7/1/2008	Navigant Consulting, Inc
NAVIGANT CONSULTING	United States of America	9,35,36,45	Registered	77/207,153	6/15/2007	3,456,794	7/1/2008	Navigant Consulting, Inc
ORCAP	United States of America	35	Registered	87/036,083	5/13/2016	5,118,423	1/10/2017	Navigant Consulting, Inc
PETERSON WORLDWIDE	United States of America	9,35,36,42	Registered	75/471,328	4/21/1998	2,413,418	12/19/2000	Navigant Consulting, Inc
PIKE RESEARCH	United States of America	35	Registered	77/651,216	1/16/2009	3,874,081	11/9/2010	Navigant Consulting, Inc
PIKERESARCH & DESIGN	United States of America	35	Registered	77/651,221	1/16/2009	3,874,082	11/9/2010	Navigant Consulting, Inc
PORTFOLIO DISCOVERY	United States of	9,35	Registered	78/723	9/29/2012	3,243,	5/22/2012	Navigant

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	America		ered	,203	005	781	007	Consulting, Inc
REVENUEMED & DESIGN (COLOR)	United States of America	35	Registered	85/103,733	8/10/2010	4,018,278	8/30/2011	Navigant Consulting, Inc
SUMMIT BLUE	United States of America	35	Registered	78/103,902	1/21/2002	2,681,252	1/28/2003	Navigant Consulting, Inc
THE BEST WAY FORWARD	United States of America	35, 36, 45	Registered	77/610,258	11/7/2008	3,804,059	6/15/2010	Navigant Consulting, Inc
THE HUNTER GROUP	United States of America	35	Registered	77/188,594	5/23/2007	3,653,042	7/14/2009	Navigant Consulting, Inc
TIBER GROUP	United States of America	35	Registered	85/913,114	4/24/2013	4,443,791	12/3/2013	Navigant Consulting, Inc
VITALSTATS	United States of America	42	Registered	85/403,589	8/22/2011	4,121,855	4/3/2012	Navigant Consulting, Inc

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