

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second 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

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

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4687454	BALDRIGE AS A BLUEPRINT
Registration Number:	4466436	CAPTUREMETRIX
Registration Number:	4252586	CARECLARITY
Registration Number:	2997140	
Registration Number:	4551286	CODEMETRIX
Registration Number:	4466434	COLLECTMETRIX
Registration Number:	4447950	COMPLIANCECHECK
Registration Number:	3678287	CYMETRIX
Registration Number:	4301664	DAYLIGHT FORENSIC & ADVISORY
Registration Number:	4434603	DECISIONPOINT
Registration Number:	4483516	DYMEDEX
Registration Number:	4714833	FATCA FILTER
Registration Number:	4221497	FATCA FIND
Registration Number:	2665596	GENERATION KNOWLEDGE SERVICE
Registration Number:	3539779	GKS
Registration Number:	3649850	GKS FOSSIL
Registration Number:	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: 9

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Second Lien Trademark Security Agreement

Second 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, pursuant to the Second Lien Credit Agreement, dated as of May 1, 2018 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") among GUIDEHOUSE LLP (f/k/a Pricewaterhousecoopers Public Sector LLP), a Delaware limited liability company, GUIDEHOUSE HOLDING CORPORATION (f/k/a Eton Holdings Corp.), a Delaware corporation, the Subsidiary Guarantors, each of the Lenders party thereto (together with any other Person who from time to time is a maker of any Loans, the "Lenders"), Royal Bank of Canada, as administrative agent for the Lenders and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement), the Lenders have severally agreed to make the Loans upon the terms and subject to the conditions set forth therein;

WHEREAS, the Pledgors are party to a Second 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. Subject to the terms of the Intercreditor 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.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

[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

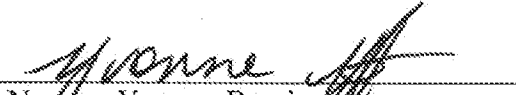
By: 

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]

TRADEMARK

REEL: 006769 FRAME: 0664

SCHEDULE I

to

**TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

Trademark Registrations:

Trademark	Country	Class	Status	App. No.	Filed	Reg. No.	Reg. Date	Owner
BALDRIGE AS A BLUEPRINT	United States of America	35	Registered	86/26 5,015	4/29/ 2014	4,68 7,45 4	2/17/ 2015	Navigant Consulting, Inc
CAPTUREMETRIX	United States of America	42	Registered	8595 9539	6/13/ 2013	4,46 6,43 6	1/14/ 2014	Cymetrix Corporation
CARECLARITY	United States of America	35	Registered	8543 5862	9/29/ 2011	4,25 2,58 6	12/4/ 2012	CareClarity, Inc.
CHEVRON DESIGN	United States of America	35,36 ,42	Registered	78/35 1,718	1/14/ 2004	2,99 7,14 0	9/20/ 2005	Navigant Consulting, Inc
CODEMETRIX	United States of America	42	Registered	8610 6084	10/30 /2013	4,55 1,28 6	6/17/ 2014	Cymetrix Corporation
COLLECTMETRIX	United States of America	42	Registered	8595 9467	6/13/ 2013	4,46 6,43 4	1/14/ 2014	Cymetrix Corporation
COMPLIANCE CHECK	United States of America	42	Registered	85/96 3,702	6/19/ 2013	4,44 7,95 0	12/10 /2013	Navigant Consulting, Inc

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	77/518,181	7/9/2008	3,649,850	7/7/2009	Navigant 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	3,511,62	10/7/2008	Navigant Consulting,

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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
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	87/03 6,083	5/13/ 2016	5,11 8,42 3	1/10/ 2017	Navigant Consulting, Inc
PETERSON WORLDWIDE	United States of America	9,35, 36,42	Registered	75/47 1,328	4/21/ 1998	2,41 3,41 8	12/19 /2000	Navigant Consulting, Inc
PIKE RESEARCH	United States of America	35	Registered	77/65 1,216	1/16/ 2009	3,87 4,08 1	11/9/ 2010	Navigant Consulting, Inc
PIKERESearch & DESIGN	United States of America	35	Registered	77/65 1,221	1/16/ 2009	3,87 4,08 2	11/9/ 2010	Navigant Consulting, Inc
PORTFOLIO DISCOVERY	United States of America	9,35	Registered	78/72 3,203	9/29/ 2005	3,24 3,78 1	5/22/ 2007	Navigant Consulting, Inc
REVENUEMED & DESIGN (COLOR)	United States of America	35	Registered	85/10 3,733	8/10/ 2010	4,01 8,27 8	8/30/ 2011	Navigant Consulting, Inc
SUMMIT BLUE	United States of America	35	Registered	78/10 3,902	1/21/ 2002	2,68 1,25 2	1/28/ 2003	Navigant Consulting, Inc
THE BEST WAY FORWARD	United States of America	35, 36, 45	Registered	77/61 0258	11/7/ 2008	3,80 4,05 9	6/15/ 2010	Navigant Consulting, Inc
THE HUNTER GROUP	United States of America	35	Registered	77/18 8,594	5/23/ 2007	3,65 3,04 2	7/14/ 2009	Navigant Consulting, Inc
TIBER GROUP	United States of America	35	Registered	85/91 3,114	4/24/ 2013	4,44 3,79 1	12/3/ 2013	Navigant Consulting, Inc
VITALSTATS	United States of America	42	Registered	85/40 3,589	8/22/ 2011	4,12 1,85	4/3/2 012	Navigant Consulting,

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Trademark Applications:

None