

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RUSSELL REYNOLDS ASSOCIATION, INC.		03/13/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	270 Park Avenue, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87189298	CULTURE ANALYST	
<b>Serial Number:</b>	86526692	BOARD FUTURES	
<b>Registration Number:</b>	4989526	RR	
<b>Registration Number:</b>	4020761	CULTURE ANALYST	
<b>Registration Number:</b>	1683943		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<i>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.</i>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	StuartJennison@aol.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Stuart Jennison		
<b>SIGNATURE:</b>	/Stuart Jennison/		
<b>DATE SIGNED:</b>	03/31/2017		
<b>Total Attachments: 2</b>			
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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, RUSSELL REYNOLDS ASSOCIATES, INC., a New York corporation (the "Grantor"), is obligated to JPMORGAN CHASE BANK, N.A. (the "Secured Party") under the Credit Agreement dated as of March 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, the other Loan Parties (as defined in the Credit Agreement), and the Secured Party, and pursuant to which the Grantor has entered into a Pledge and Security Agreement, dated as of March 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the other Loan Parties from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement).


For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 270 Park Avenue, Floor 42, New York, New York 10017.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 13<sup>th</sup> day of March 2017.

RUSSELL REYNOLDS ASSOCIATES, INC.

By:   
Name: Thomas M. Kendall  
Title: Chief Financial Officer

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
by Russell Reynolds Associates, Inc.  
Dated as of March 24, 2017

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>
CULTURE ANALYST	87189298		September 30, 2016	
BOARD FUTURES	86526692		February 6, 2016	
RR	86492104	4989526	December 30, 2014	June 28, 2016
CULTURE ANALYST	77731592	4020761	May 7, 2009	August 30, 2011
[Design]	74106716	1683943	October 17, 1990	April 21, 1992