

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VISTAGE WORLDWIDE, INC.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street, 14th Floor
Internal Address:	TX1-492-14-12
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1764791	TEC
Registration Number:	3287003	VISTAGE
Registration Number:	3287004	VISTAGE
Registration Number:	3287005	VISTAGE
Registration Number:	3287006	VISTAGE
Registration Number:	3716980	VISTAGE
Registration Number:	3357454	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3420168	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3345601	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3393048	VISTAGE BETTER LEADERS DECISIONS RESULTS
Registration Number:	3694220	VISTAGE BETTER LEADERS DECISIONS RESULTS

CORRESPONDENCE DATA

Fax Number:

**900243704**

**TRADEMARK**  
**REEL: 004939 FRAME: 0412**

CH \$290.00 1764791

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-701-8944  
Email: ptierney@mayerbrown.com, ejpalmer@mayerbrown.com,  
ipdocket@mayerbrown.com  
Correspondent Name: Patrick Tierney  
Address Line 1: PO Box 2828  
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	12412211
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	01/09/2013

Total Attachments: 8  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2012 (this "Agreement"), is made by VISTAGE WORLDWIDE, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successors in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of November 30, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as Borrower (the "Borrower"), Peer Merger Sub, Inc., a Delaware corporation (after the consummation of the Merger with and into Vistage International, Inc., a Delaware corporation, "Holdings"), the Lenders from time to time party thereto and Bank of America, N.A., as the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of November 30, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 3.6(b)(viii) and Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms its grant to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, of a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired,

(b) whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as “Trademarks”), including those Trademarks referred to in Item A of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include, and the grant of a security interest as provided hereunder shall not extend to, any intent to use Trademark applications unless and until evidence of use of the mark in interstate commerce has been submitted to and accepted by the United States Patent and Trademark office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and, following the occurrence of a Specified Default corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any express provision of this Agreement conflicts with the Security Agreement, then with regard to such conflicting provision the Security Agreement shall control.

SECTION 4. Waiver, etc. The Grantor hereby waives, to the extent permitted by applicable Law promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

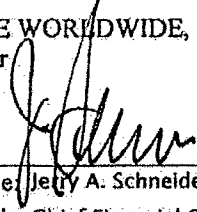
SECTION 6. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via .PDF means shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

VISTAGE WORLDWIDE, INC.,  
as Grantor

By:   
Name: Jeffrey A. Schneider  
Title: Chief Financial Officer and Treasurer

BANK OF AMERICA, N.A.,  
as Collateral Agent

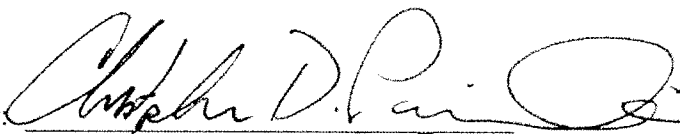
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

VISTAGE WORLDWIDE, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Collateral Agent




By:   
Name: CHRISTOPHER D. PANAJACCHIULLI  
Title: SENIOR VICE PRESIDENT



SCHEDULE I  
to Trademark Security Agreement

Item A. United States Trademarks

Loan Party	Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
Vistage Worldwide, Inc.	TEC	United States of America	73788107	03/15/1989	1764791	04/13/1993	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732588	10/13/2005	3287003	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732596	10/13/2005	3287004	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732608	10/13/2005	3287005	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732619	10/13/2005	3287006	08/28/2007	Registered
Vistage Worldwide, Inc.	VISTAGE	United States of America	78732627	10/13/2005	3716980	11/24/2009	Registered



Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>better leaders • decisions • results</small>	United States of America	78742602	10/28/2005	3357454	12/18/2007	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>better leaders • decisions • results</small>	United States of America	78742606	10/28/2005	3420168	04/29/2008	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  VISTAGE <small>better leaders • decisions • results</small>	United States of America	78742611	10/28/2005	3345601	11/27/2007	Registered

Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  <b>VISTAGE</b> <small>better leaders • decisions • results</small>	United States of America	78742615	10/28/2005	3393048	03/04/2008	Registered
Vistage Worldwide, Inc.	VISTAGE BETTER LEADERS DECISIONS RESULTS And Design  <b>VISTAGE</b> <small>better leaders • decisions • results</small>	United States of America	78742616	10/28/2005	3694220	10/06/2009	Registered

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