

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
Premier Agendas, Inc.		01/31/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Bayside Finance LLC, as Agent
Street Address:	600 Fifth Avenue, 24th Floor
Internal Address:	c/o Capital Finance Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1753883	
Registration Number:	2161267	AGENDA MATE
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	3117882	GO WORKBOOK
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Serial Number:	85627761	INCOMMAND
Serial Number:	85627763	INCOMMAND PRO
Registration Number:	4094352	JOURNEY TO SUCCESS
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2120485	OLIVIA OWL
Registration Number:	3842377	ONTRAC
Registration Number:	3793647	ONTRAC
Serial Number:	85767880	OTMP

CH \$615.00 1753883

Registration Number:	3117874	PREMIER GO PROGRAM
Serial Number:	85767883	PREMIER OTMP
Serial Number:	85767887	PREMIER OTMP CURRICULUM
Serial Number:	85767886	PREMIER OTMP PROGRAM
Serial Number:	85767889	PREMIER OTMP SKILL-BUILDING PROGRAM
Registration Number:	3695170	PREMIERCAMPUS
Serial Number:	85736959	RAISING RESPECT: TAKE A STAND AGAINST BULLYING
Registration Number:	4126207	THE 101
Registration Number:	3343824	TIMETRACKER
Registration Number:	3935126	UGO365
Registration Number:	4176073	UGO365

CORRESPONDENCE DATA

Fax Number: 2128721002
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2128362264
Email: pgunn@akingump.com
Correspondent Name: Patricia Gunn, c/o Akin Gump
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	687732.0004
NAME OF SUBMITTER:	Patricia Gunn
Signature:	/s/ Patricia Gunn
Date:	02/08/2013

Total Attachments: 6
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PREMIER AGENDAS, INC., a Washington corporation (“**Grantor**”), owns, and may in the future adopt and use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**” with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and Bayside Finance LLC, as Agent for Lenders (in such capacity, “**Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to make post-petition loans and advances and provide other financial accommodations to the Borrowers thereunder; and

WHEREAS, pursuant to the terms of a Security and Pledge Agreement, dated as of January 31, 2013 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (including the right to sue in the name of Grantor or in the name of Agent or Lenders for past, present and future infringements)(but in no event any of the obligations) in and to the

Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

PREMIER AGENDAS, INC.

By: 
Name: _____
Title: _____

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)

Premier Agendas, Inc.

United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
1ST & Design	1753883		23-Feb-1993	
AGENDA MATE	2161267		02-Jun-1998	
DISCOVER AGENDA	2722431		03-Jun-2003	
GO WORKBOOK	3117882	78/277,792	18-Jul-2006	23-Jul-2003
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND		85/627,761		17-May-2012
INCOMMAND PRO		85/627,763		17-May-2012
JOURNEY TO SUCCESS	4094352	85/082,650	31-Jan-2012	12-Jul-2010
MAKE IT A RULE TO PLAN	2118995	75/100,716	09-Dec-1997	08-May-1996
OLIVIA OWL	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	3793647	77/369,947	25-May-2010	11-Jan-2008
OTMP		85/767,880		31-Oct-2012
PREMIER GO PROGRAM	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIER OTMP		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM		85/767,886		31-Oct-2012
PREMIER OTMP SKILL- BUILDING PROGRAM		85/767,889		31-Oct-2012
PREMIERCAMPUS	3695170	77/663,998	13-Oct-2009	05-Feb-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING		85/736,959		24-Sep-2012

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
THE 101	4126207	85/091,113	10-Apr-2012	22-Jul-2010
TIMETRACKER	3343824	78/682,790	27-Nov-2007	01-Aug-2005
UGO365	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT (Bayside)

Premier Agendas, Inc.

Canada

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
GO WORKBOOK	TMA647913	1209178	13-Sep-2005	10-Mar-2004
INCOMMAND PRO		1600152		29-Oct-2012
ONTRAC		1429126		26-Feb-2009
OTMP		1602421		14-Nov-2012
PREMIER GO PROGRAM	TMA668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIER OTMP		1602437		28-Nov-2012
PREMIER OTMP CURRICULUM		1602425		14-Nov-2012
PREMIER OTMP PROGRAM		1602423		14-Nov-2012
PREMIER OTMP SKILL BUILDING PROGRAM		1602435		14-Nov-2012
PREMIERCAMPUS	TMA799733	1433020	10-Jun-2011	31-Mar-2009
RAISING RESPECT: TAKE A STAND AGAINST BULLYING (Canada)		1600748		09-Nov-2012
SUR LA VOIE	TMA776090	1429044	01-Sep-2010	26-Feb-2009
THE 101	TMA823595	1498607	08-May-2012	05-Oct-2010
UGO365	TMA823590	1495317	08-May-2012	09-Sep-2010
UGO365		1495318		09-Sep-2010