

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
Huthwaite, Inc.		09/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3370713	HUTHWAITE
Registration Number:	2823458	HUTHWAITE
Registration Number:	2791918	CREATING CLIENT VALUE
Registration Number:	3518413	BECAUSE CHANGE IS NOT AN OPTION
Registration Number:	2891517	CREATING CLIENT VALUE
Registration Number:	3396590	BECAUSE CHANGE IS NOT AN OPTION
Registration Number:	2916310	DECISION IMPLEMENTATION CHANGES OVER TIM
Registration Number:	2893557	
Registration Number:	2903416	
Registration Number:	2413866	SPIN SELLING
Registration Number:	1671090	DECISION IMPLEMENTATION CHANGES OVER TIM
Registration Number:	1653027	SPA
Registration Number:	1482299	HUTHWAITE
Registration Number:	1481558	SPIN

CH \$390.00 3370713

Registration Number:

1629661

MAKING MAJOR SALES

**CORRESPONDENCE DATA**

Fax Number:

3129021061

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

Phone:

312.577.8034

Email:

oscar.ruiz@kattenlaw.com

Correspondent Name:

Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1:

525 West Monroe Street

Address Line 4:

Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-556

NAME OF SUBMITTER:

Oscar Ruiz

Signature:

/Oscar Ruiz/

Date:

10/01/2013

**Total Attachments: 6**

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## **Trademark Security Agreement**

Trademark Security Agreement, dated as of September 30, 2013, by Huthwaite, Inc., a Delaware corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### **WITNESSETH:**

Whereas, the Grantor has executed that certain Joinder Agreement, dated as of the date hereof (the "Joinder") pursuant to which it became a party to that certain Guaranty and Security Agreement dated as of November 20, 2012 (as amended, restated, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks (other than Excluded Property); and
- (c) all Proceeds of any and all of the foregoing (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 Administrative Agent pursuant to the Joinder and the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks 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.

*[Signature pages follow]*

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

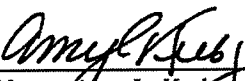
Very truly yours,

**HUTHWAITE, INC.**

By:   
Name: Calvin Quan  
Title: Treasurer


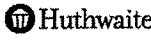
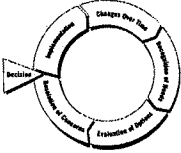


AGREED TO AND ACCEPTED:

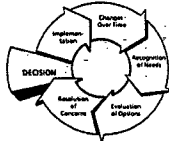
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By:   
Name: Amy L. Krebs  
Title: Duly Authorized Signatory

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

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Huthwaite, Inc.	3370713	HUTHWAITE 
Huthwaite, Inc.	2823458	HUTHWAITE 
Huthwaite, Inc.	2791918	CREATING CLIENT VALUE
Huthwaite, Inc.	3518413	BECAUSE CHANGE IS NOT AN OPTION
Huthwaite, Inc.	2891517	CREATING CLIENT VALUE
Huthwaite, Inc.	3396590	BECAUSE CHANGE IS NOT AN OPTION
Huthwaite, Inc.	2916310	DECISION IMPLEMENTATION CHANGES OVER TIME RECOGNITION OF NEEDS EVALUATION OF OPTIONS RESOLUTION OF CONCERNS 
Huthwaite, Inc.	2893557	Design Only 
Huthwaite, Inc.	2903416	Design Only 

OWNER	REGISTRATION NUMBER	TRADEMARK
Huthwaite, Inc.	2413866	SPIN SELLING
Huthwaite, Inc.	1671090	DECISION IMPLEMENTATION CHANGES OVER TIME RECOGNITION OF NEEDS EVALUATION OF OPTIONS RESOLUTION OF CONCERNS 
Huthwaite, Inc.	1653027	SPA
Huthwaite, Inc.	1482299	HUTHWAITE
Huthwaite, Inc.	1481558	SPIN
Huthwaite, Inc.	1629661	MAKING MAJOR SALES

**Trademark Applications:**

NONE.