



Form PTO-1594 (Rev. 12-11) Collection 0851-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

To the Director of the U. S. Patent and Trademark Office; Please record documents of the new address(es) below.

1. Name of conveying party(ies):

THE NORTH HIGHLAND COMPANY

- Individual(s), Partnership, Corporation- State: Georgia, Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 3, 2015

- Assignment, Merger, Security Agreement, Change of Name, Other Amended and Restated Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELL'S FARGO BANK, NATIONAL ASSOCIATION

Street Address: 171 17th Street Suite 500

City: Atlanta

State: GA

Country: USA Zip: 30363

- Individual(s) Citizenship, Association Citizenship, Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship, Other Banking Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

76684149

B. Trademark Registration No.(s)

3022123; 4388523; 4288895; 4138826; 3971405; 3485504

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial No. 86172049; 85873359; 85890802; 85890540

6. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address: allison.lynn@nelsonmullins.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$290.00

- Authorized to be charged to deposit account, Enclosed

8. Payment Information:

Deposit Account No. 0000006 76684149

Authorized User Name: 40.00-09 02 FC: 8522 250.00-09

9. Signature:

Signature of Bradley E. Wahl

Date: June 3, 2015

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule 1  
To  
Amended and Restated Trademark Security Agreement

Dated as of June 3, 2015

**[TO BE UPDATED BY BORROWER]**

**Current Trademarks**

Name	Record Owner	Registration No.
NORTH HIGHLAND	The North Highland Company	3022123
CODES THAT MATTER	The North Highland Company	4389523
ENFATHOM	The North Highland Company	4288895
OWN YOUR LIFE. OWN YOUR CAREER. OWN YOUR COMPANY.	The North Highland Company	4138826
GLOBALLY LOCAL	The North Highland Company	3971405
SPARKS GROVE	The North Highland Company	3485504

Name	Record Owner	Serial No.
LINKED EXECUTION	The North Highland Company	86172049
YOU FIRST	The North Highland Company	85873359
QBA NORTH HIGHLAND	The North Highland Company	85890802
QBA	The North Highland Company	85890540

Name	Record Owner	Application No.
AFFILIATE SOLUTIONS	The North Highland Company	76684149

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of June 3, 2015 by **THE NORTH HIGHLAND COMPANY** ("North Highland"), **THE NORTH HIGHLAND HOLDING COMPANY, INC.** ("Holding"), **TNHC CONSULTING, INC.** ("Consulting"), **TNHC INVESTMENTS, INC.** ("Investments"), **TRUEBRIDGE RESOURCES, INC.** (f/ka **TRUEBRIDGE RESOURCES, LLC**) ("TrueBridge", with North Highland, Holding, Consulting, Investments and TrueBridge referred to as the "Borrowers"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor in interest by merger to Wachovia Bank, National Association).

**WITNESSETH:**

WHEREAS, Bank and Borrowers have made and entered into a certain Fourth Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, Bank has required, as a condition to the extension of certain additional financial accommodations to be extended to Borrowers under the Loan Agreement, that Borrowers pledge to Bank and grant to Bank a Lien on and in their "Trademarks" (as defined herein) as security for the Obligations; and

WHEREAS, North Highland has previously executed and delivered to Bank that certain Trademark Security Agreement, dated as of December 19, 2007 (the "Original Trademark Security Agreement"); and

WHEREAS, Borrowers are willing to execute and deliver this Agreement in order to induce Bank to make financial accommodations set forth in the Loan Agreement and the other Loan Documents and to amend and restate the Original Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Borrowers hereby amend and restate the Original Trademark Security Agreement and hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Borrower hereby grants, assigns, transfers and pledges to the Bank, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale,

to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of each Borrower's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of each Borrower's business symbolized by the foregoing and connected therewith, (e) all of each Borrower's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of each Borrower's business connected with and symbolized by the Trademarks

3. New Trademarks. Each Borrower represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of its Trademarks, and (b) no Liens in such Trademarks have been granted by it to any Person, other than the Bank and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations and the termination of this Agreement, any Borrower shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto. Each Borrower shall give to the Bank written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Each Borrower may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon its notice to the Bank (i) by amending Schedule I to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Bank hereby grants to each Borrower the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the names, tradenames, and trademarks disclosed and claimed in the Trademarks for such Borrower's own benefit and account and for none other. Such right and license shall be exercisable by each Borrower only until the occurrence of an Event of Default. Except as otherwise permitted by Loan Documents, each Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. Royalties. Each Borrower hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with its rights thereunder

and with respect thereto and without any liability for royalties or other related charges from Bank to Borrowers.

6. Duties of the Borrowers. Each Borrower shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of its business or operations, if so consented to by Bank). Each Borrower further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, and (ii) to maintain in full force and effect the registered Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrowers. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Borrowers and shall be added to the Obligations secured hereby

7. Power of Attorney; Cumulative Remedies. Each Borrower hereby irrevocably designates, constitutes and appoints the Bank (and all officers and Banks of the Bank designated by the Bank in its sole and absolute discretion) as its true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in its or the Bank's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse its name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank reasonably deems in its best interest. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by

the Bank to exercise any of its remedies under the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, each Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Each Borrower hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Each Borrower agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

8. Successors and Assigns. This Agreement shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Each Borrower's successors and assigns shall include, without limitation, a receiver or a trustee of such Borrower; provided, however, that Borrowers shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWERS:

THE NORTH HIGHLAND COMPANY

By: *Daniel D. Reardon*  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

THE NORTH HIGHLAND HOLDING COMPANY, INC.

By: *Daniel D. Reardon*  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TNHC CONSULTING, INC.

By: *Daniel D. Reardon*  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TNHC INVESTMENTS, INC.

By: *Daniel D. Reardon*  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TRUEBRIDGE RESOURCES, INC.

By: *Donna Carroll*  
Name: Donna Carroll  
Title: ~~Chief Executive Officer~~ *President*

Agreed and Accepted as of this June \_\_, 2015

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWERS:

THE NORTH HIGHLAND COMPANY

By: \_\_\_\_\_  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

THE NORTH HIGHLAND HOLDING COMPANY, INC.

By: \_\_\_\_\_  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TNHC CONSULTING, INC.

By: \_\_\_\_\_  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TNHC INVESTMENTS, INC.

By: \_\_\_\_\_  
Name: Daniel D. Reardon  
Title: Chief Executive Officer

TRUEBRIDGE RESOURCES, INC.

By: \_\_\_\_\_  
Name: Donna Carroll  
Title: Chief Executive Officer

Agreed and Accepted as of this June 3, 2015

WELLS FARGO BANK, NATIONAL ASSOCIATION

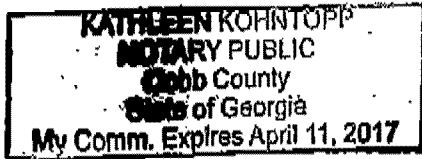
By: William Nixon  
Name: William Nixon  
Title: Senior Vice President



STATE OF GEORGIA )  
 )ss.:  
COUNTY OF FULTON )

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this June 3, 2015 by Daniel D. Reardon, personally known to me to be an officer of each of THE NORTH HIGHLAND COMPANY, THE NORTH HIGHLAND HOLDING COMPANY, INC., TNHC CONSULTING, INC. and TNHC INVESTMENTS, INC. and by Donna Carroll, personally known to me to be an officer of TRUEBRIDGE RESOURCES, INC.

(SEAL)



Kathleen Kohntopp  
Notary Public  
My Commission expires: April 11, 2017  
Acting in the County of FULTON

STATE OF GEORGIA )  
 )ss.:  
COUNTY OF FULTON )

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this June \_\_, 2015 by \_\_\_\_\_, personally known to me to be a Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said Bank.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF GEORGIA )  
 )ss.:  
COUNTY OF FULTON )

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this June \_\_, 2015 by Daniel D. Reardon, personally known to me to be an officer of each of THE NORTH HIGHLAND COMPANY, THE NORTH HIGHLAND HOLDING COMPANY, INC., TNHC CONSULTING, INC. and TNHC INVESTMENTS, INC. and by Donna Carroll, personally known to me to be an officer of TRUEBRIDGE RESOURCES, INC.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

STATE OF GEORGIA )  
 )ss.:  
COUNTY OF FULTON )

The foregoing Amended and Restated Trademark Security Agreement as executed and acknowledged before me this June 4, 2015 by William Nixon, personally known to me to be a Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said Bank.

(SEAL)

Roxie Evette Johnson  
Notary Public  
My Commission expires: Jan 18, 2016  
Acting in the County of Fulton

