

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vistage Worldwide, Inc.		12/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5041471	VISTAGE PRIVATE ADVISORY BOARDS FOR CEOS	
Registration Number:	4969131	VISTAGE WORKS	
Registration Number:	5090216	VISTAGE WORKS	
Serial Number:	86965012	VISTAGE WORKS	
CORRESPONDENCE DATA			
Fax Number:	7044441934		
<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>			
Phone:	704-444-1124		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Michele M. Glessner		
SIGNATURE:	/Michele M. Glessner/		
DATE SIGNED:	12/13/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2016 (this "Security Agreement"), is made by Vistage Worldwide, Inc., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Vistage Worldwide, Inc., a Delaware corporation (the "Borrower"), and Vistage International, Inc., a Delaware corporation ("Holdings"), have entered into that certain Amended and Restated Credit Agreement dated as of December 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of Holdings' Restricted Subsidiaries entered into that certain Guaranty and Security Agreement dated as of August 19, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Term. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property: all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to on Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds

therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or resulting in the voiding, of such intent-to-use application or any registration issuing from such intent-to-use trademark application under applicable federal law (the "Trademark Collateral").

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5 Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the 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.

VISTAGE WORLDWIDE, INC.

By: 

Name: M. Beau Paradowski

Title: Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

SUNTRUST BANK


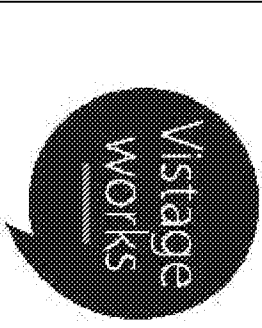
By: 

Name: Tyler Stephens

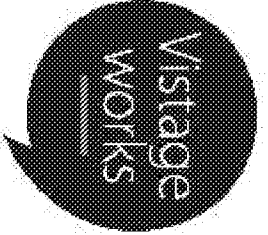
Title: Vice President

SCHEDULE I
TRADEMARKS

I. REGISTERED AND ISSUED TRADEMARKS

Trademark	Registration No./ Serial No.	Filing Date	Registration Date	Owner
VISTAGE PRIVATE ADVISORY BOARDS FOR CEOs, EXECUTIVES AND BUSINESS OWNERS (Stylized) 	5,041,471 86/041,289	August 19, 2013	September 13, 2016	Vistage Worldwide, Inc.
VISTAGE WORKS (Stylized) 	4,969,131 86/059,420	September 9, 2013	May 31, 2016	Vistage Worldwide, Inc.
VISTAGE WORKS and Design 	5,090,216 86/965,009	April 5, 2016	November 29, 2016	Vistage Worldwide, Inc.

VISTAGE WORKS and Design	86/965,012	April 5, 2016	N/A	Vistage Worldwide, Inc.
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II. TRADEMARK APPLICATIONS

None.