

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SDP Consulting, Inc.		08/06/2004	CORPORATION: DELAWARE
Schoor Depalma Inc.		08/06/2004	CORPORATION: NEW JERSEY
Schoor Associates, Engineering & Landscape Architecture, P.C.		08/06/2004	Professional Corporation: NEW YORK

RECEIVING PARTY DATA	
Name:	American Capital Financial Services, Inc. as Agent
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1966683	ENGINEERING BOTTOM LINE RESULTS
Registration Number:	2130911	THE BOTTOM LINE
Registration Number:	1954888	
Registration Number:	2780823	YOUR BOTTOM LINE RESULTS PARTNER

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	daniel.gewirtz@weil.com
Correspondent Name:	Daniel S. Gewirtz
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14082.0066
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CH \$115.00 1966683

NAME OF SUBMITTER:

Phyllis Eremitaggio

**Total Attachments: 8**

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subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“**Trademark License**” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

**SECTION 2. Grant of Security Interest in Trademark Collateral.**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby sells, conveys, pledges and grants to the Secured Party, its successors and permitted assigns, a continuing, unconditional Lien (subject to Permitted Liens) on and security interest in, all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the “**Trademark Collateral**”), subject to the terms of the Intercreditor Agreement:

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

**SECTION 3. Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks or Trademark Licenses, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Secured Party’s interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement, except if resulting from the Secured Party’s gross negligence or willful misconduct. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor’s business or products or processes of such Grantor infringe any rights of such person.

**SECTION 4. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

**SECTION 5. Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations other than residual

indemnification obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, all of the Secured Party's rights and interests in the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

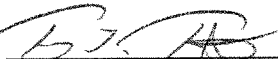
SECTION 6. **Governing Law.** This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of law principles.

SECTION 7. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

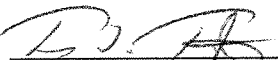
[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

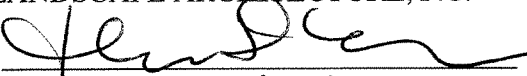
SDP CONSULTING, INC.

By:   
Name: Troy O. Templeton  
Title: Chairman

SCHOOR DEPALMA INC.

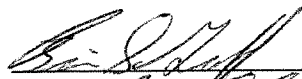
By:   
Name: Troy O. Templeton  
Title: Vice Chairman

SCHOOR ASSOCIATES, ENGINEERING  
& LANDSCAPE ARCHITECTURE, P.C.

By:   
Name: Theobald D. Cassara  
Title: J.P.

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By:   
Name: Baird B. Graff  
Title: Senior Vice President

**SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK  
REEL: 002914 FRAME: 0767**



ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 6<sup>th</sup> day of August, 2004 before me personally appeared TROY D. TEMPLETON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCHOOR DEPALMA INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Darrell R. Mitchiner  
Notary Public

DARRELL R. MITCHINER  
Notary Public, State of New York  
No. 01MI6030122  
Qualified in New York County  
Commission Expires Sept. 7, 2005



ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 6<sup>th</sup> day of August, 2004 before me personally appeared THEODORE D. CASERA, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCHOOR ASSOCIATES, ENGINEERING & LANDSCAPE ARCHITECTURE, P.C., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Darrell R. Mitchiner  
Notary Public

DARRELL R. MITCHINER  
Notary Public, State of New York  
No. 01MI6030122  
Qualified in New York County  
Commission Expires Sept. 7, 2006

## SCHEDULE I

### SCHEDULE OF TRADEMARKS

	<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>
1.	“Engineering Bottom Line Results”	Schoor DePalma Inc.	1,966,683
2.	“The Bottom Line”	Schoor DePalma Inc.	2,130,911
3.	Triangle Logo (three interlocking triangles of identical size, each with identical thick borders)	Schoor DePalma Inc.	1,954,888
4.	“Your Bottom Line Results Partner”	Schoor DePalma Inc.	2,780,823