

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
Schoor Depalma Inc.		05/11/2006	CORPORATION:
Schoor Associates, Engineering & Landscape Architecture, PC		05/11/2006	Professional Corporation:
SDP Consulting, Inc.		05/11/2006	CORPORATION:
CMX, LLC		05/11/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

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

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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: melanie.hersh@weil.com, phyllis.eremitaggio@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Melanie Hersh

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

CH \$115.00 1966683

900049539

TRADEMARK
REEL: 003314 FRAME: 0184

ATTORNEY DOCKET NUMBER:	14082.0066
NAME OF SUBMITTER:	Melanie Hersh
Signature:	/Melanie Hersh/
Date:	05/23/2006
<p>Total Attachments: 6</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page1.tif</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page2.tif</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page3.tif</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page4.tif</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page5.tif</p> <p>source=schoordeplamawoutcmxschedtmsecagmt#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of May 11, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Schoor DePalma Inc. (the "Borrower"), SDP Consulting, Inc. ("Parent"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Parent has guaranteed the Obligations pursuant to that certain Guaranty dated as of May 11, 2006, by Parent in favor of the Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain Pledge and Security Agreement dated as of May 11, 2006 (the "Pledge and Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 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 mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the

Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

- a. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- b. all reissues, continuations or extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- d. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

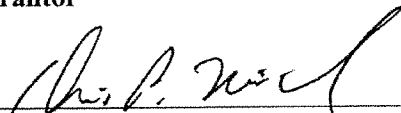
* * *

[Signatures Pages Follow]

IN WITNESS WHEREOF, each 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,

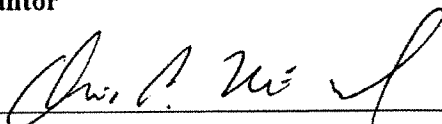
SCHOOR DEPALMA INC.
as Grantor

By 
Name:
Title:

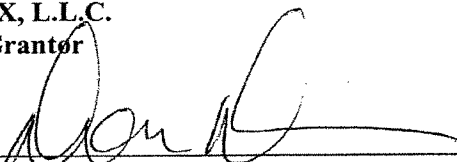
**SCHOOR ASSOCIATES, ENGINEERING &
LANDSCAPE ARCHITECTURE, P.C.**
as Grantor

By _____
Name:
Title:

SDP CONSULTING, INC.
as Grantor

By 
Name:
Title:

CMX, L.L.C.
as Grantor

By 
Name:
Title:

IN WITNESS WHEREOF, each 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,

SCHOOR DEPALMA INC.
as Grantor

By _____
Name:
Title:

**SCHOOR ASSOCIATES, ENGINEERING &
LANDSCAPE ARCHITECTURE, P.C.**
as Grantor

By 
Name:
Title:

SDP CONSULTING, INC.
as Grantor

By _____
Name:
Title:

CMX, L.L.C.
as Grantor

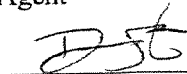
By _____
Name:
Title:

ACCEPTED AND AGREED

as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By

A handwritten signature in dark ink, appearing to be "DST", written over a horizontal line.

Name:

Title:

SIGNATURE PAGE TO THE IP SECURITY AGREEMENT

**SCHEDULE
TO
TRADEMARK SECURITY AGREEMENT**

SCHOOR DEPALMA INC.

<u>Proprietary Right</u>	<u>Description</u>	<u>Registration Number</u>
Service Mark	"Engineering Bottom Line Results"	1,966,683
Trademark	"The Bottom Line"	2,130,911
Service Mark	Triangle Logo (three interlocking triangles of identical size, each with identical thick borders)	1,954,888
Service Mark	"Your Bottom Line Results Partner"	2,780,823
Trademark	Quality First	[Pending]
Trade Name	Damiano Long	N/A