

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UHY Advisors, Inc.		12/30/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	35 S. LASALLE		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78476144	THE NEXT LEVEL OF SERVICE	
<b>Serial Number:</b>	78474923	UHY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-521-2775		
<b>Email:</b>	asacharoff@muchshelist.com		
<b>Correspondent Name:</b>	Much Shelist Freed Denenberg Ament & Rub		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	Adam K Sacharoff		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	5321801.0006		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>Signature:</b>	/aks/		

CH \$65.00 78476144

Date:

08/08/2006

**Total Attachments: 7**

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**AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2004, by UHY ADVISORS, INC., a Delaware corporation (the "Grantor") in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Administrative Agent ").

**RECITALS**

A. The Grantor was incorporated on November 9, 1998 as "Comerstone Professional Advisors, Inc.", then changed its name to "Centerpoint Advisors, Inc." on March 25, 1999, then changed its name to "Centerprise Advisors, Inc." on June 23, 1999 and then changed its name to "UHY Advisors, Inc." on July 13, 2004.

B. The Grantor previously entered into a Credit Agreement dated as July 14, 2000 (as amended or otherwise modified from time to time prior to the date hereof, the "Prior Credit Agreement") with various financial institutions and LaSalle Bank National Association, in its capacity as agent for such financial institutions, pursuant to which such financial institutions made available to the Grantor certain sums as more particularly described in the Prior Credit Agreement.

C. In connection with the Prior Credit Agreement, Grantor executed and delivered to Agent that certain Patent and Trademark Security Agreement dated as of July 14, 2000 (as amended or otherwise modified from time to time prior to the date hereof, the "Prior IP Security Agreement").

D. The Grantor, certain financial institutions signatory thereto and the Administrative Agent entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which such financial institutions have agreed to make available to the Grantor certain sums as more particularly described in the Prior Credit Agreement.

E. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

F. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

G. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in,

to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trade name, corporate name, the Grantor name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, whether written or oral, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2, annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, whether written or oral, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to

limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

This Agreement amends and restates the Prior IP Security Agreement in its entirety and shall not be deemed to constitute a novation of the Prior IP Security Agreement or any obligations of the Grantor thereunder.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UHY ADVISORS, INC.

By: [Signature]  
Title: CFO and Treasurer

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

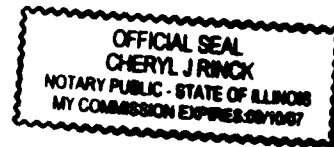
By: [Signature]  
Title: Vice President

Signature Page to Patent &  
Trademark Security Agreement

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 30 day of December, 2004 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of UHY ADVISORS, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

*Cheryl J Rinck*  
\_\_\_\_\_  
Notary Public



SCHEDULE I  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
CENTERPRISE ADVISORS, INC.	75/734,870	06/23/99
THE NEXT LEVEL OF SERVICE	78/476,144	Applied for on 08/31/04
UHY	78/474,923	Applied for on 08/27/04

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		



**SCHEDULE 2**  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**PATENT REGISTRATIONS**

Mark	Reg. No.	Date
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None.

**PATENT APPLICATIONS**

None.

**PATENT LICENSES**

Name of Agreement	Parties	Date of Agreement
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None.