

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
UHY ADVISORS, INC.		12/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LASALLE BANK NATION ASSOCIATION		
Street Address:	135 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2301812	PERFORMANCE EXCELLENCE	
Registration Number:	2820098	CENTERPRISE ADVISORS, INC.	
Registration Number:	3049537	THE NEXT LEVEL OF SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-521-2775		
Email:	asacharoff@muchshelist.com		
Correspondent Name:	MUCH SHELIST		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	Adam K Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	5371700.0046		
NAME OF SUBMITTER:	Adam K Sacharoff		

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Signature:	/aks/
Date:	12/20/2006
Total Attachments: 8 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif source=SecurityAgreement#page7.tif source=SecurityAgreement#page8.tif	

SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 20, 2006, 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 previously entered into an Amended and Restated Credit Agreement dated as of December 30, 2004, as amended by that certain First Amendment to Amended and Restated Credit Agreement dated November 10, 2005, that certain Second Amendment to Amended and Restated Credit Agreement and Waiver dated as of March 15, 2006, that certain Third Amendment to Amended and Restated Credit Agreement and Waiver dated as of June 13, 2006 and that certain Fourth Amendment to Amended and Restated Credit Agreement and Waiver dated as of July 1, 2006 (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.

B. In connection with the Prior Credit Agreement, Grantor executed and delivered to Agent that certain Amended and Restated Patent and Trademark Security Agreement dated as of December 30, 2004 (as amended or otherwise modified from time to time prior to the date hereof, the "Prior IP Security Agreement").

C. The Grantor, certain financial institutions signatory thereto and the Administrative Agent entered into that certain Second 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 Credit Agreement.

D. The Grantor has entered into a Second Amended and Restated 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.

E. 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.

F. 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 the

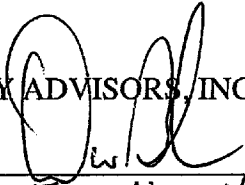
limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and 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 Second Amended and Restated 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: 
Title: Executive Vice President,
Chief Financial Officer
and Treasurer

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: _____

Michael F. Perry

Title: First Vice President

The Grantor has caused this Second Amended and Restated 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: _____
Title: _____

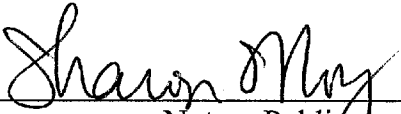
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: Michael F. Perry
Michael F. Perry
Title: First Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this ____ day of December, 2006 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.



Notary Public



SCHEDULE 1
to
SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
PERFORMANCE EXCELLENCE	2,301,812	December 21, 1999
CENTERPRISE ADVISORS, INC.	2,820,098	March 2, 2004
THE NEXT LEVEL OF SERVICE	3,049,537	January 24, 2006

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SCHEDULE 2
to
SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.