

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
NELSON & ASSOCIATES DESIGN AND SPACE PLANNING, INC		12/26/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Bank:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2982812	NELSON
Registration Number:	2982813	NELSON
Registration Number:	2930156	
Registration Number:	2999634	NELSON

CORRESPONDENCE DATA

Fax Number: (608)824-7001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jcyr@nameprotect.com
 Correspondent Name: Robin Molt
 Address Line 1: 80 State St 6th Floor
 Address Line 2: c/o Corporation Service Company
 Address Line 4: New York, NEW YORK 12207

NAME OF SUBMITTER:	John Cyr	TRADEMARK
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Signature:

/johncyr/

Date:

02/28/2008

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
NELSON & ASSOCIATES DESIGN AND SPACE
PLANNING, INC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other PENNSYLVANIA

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: PNC BANK NATIONAL ASSOCIATION
Internal
Address: _____
Street Address: _____
City: _____ State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other BANK

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: DECEMBER 26, 2007

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROBIN MOLT
Internal Address: C/O CORPORATION SERVICE
COMPANY
Street Address: 80 STATE STREET 6TH FLOOR
City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and trademark against which the document is recorded.

Item 8. Deposit account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

Item 9. Statement and Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet, confirming that to the best of the persons knowledge and belief, the information contained on the cover sheet is correct and that any copy of the document is a true copy of the original document. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, Va. 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 26th day of December, 2007 by NELSON & ASSOCIATES INTERIOR DESIGN AND SPACE PLANNING, INC., a Pennsylvania corporation ("Nelson"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Nelson, certain affiliates of Nelson (together with Nelson, the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Nelson has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Nelson, including all right, title and interest of Nelson in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Nelson's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Nelson under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Nelson agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Nelson hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Nelson's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Nelson against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

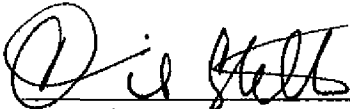
IN WITNESS WHEREOF, Nelson has duly executed this Agreement as of the date first written above.

**NELSON & ASSOCIATES INTERIOR
DESIGN AND SPACE PLANNING, INC.**

By: _____
Name: _____
Title: _____

Agreed and Accepted,

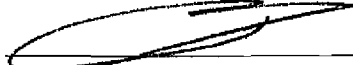
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Daniel Stella
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Nelson has duly executed this Agreement as of the date first written above.

**NELSON & ASSOCIATES INTERIOR
DESIGN AND SPACE PLANNING, INC.**

By: 
Name: Thomas E. Hill, Jr.
Title: Senior VP and CFO

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

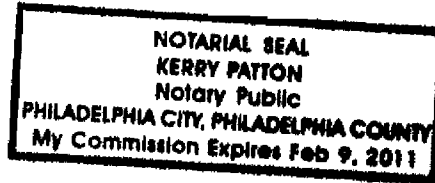
By: _____
Name: Daniel Stella
Title: Senior Vice President

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Philadelphia* :

On this ~~10th~~ ^{*JANUARY*} of ~~December~~ ^{*8*}, 200*7*, before me personally appeared *Thomas E. Hill, Jr.*, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of NELSON & ASSOCIATES INTERIOR DESIGN AND SPACE PLANNING, INC.; that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Kerry Patton
Notary Public
My Commission Expires: *February 9, 2011*



SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Nelson (the colors gray, teal and yellow are claimed as features of the mark)	2,982,812	8-9-2005
Nelson	2,982,813	8-9-2005
Turquoise box with a yellow bar across it	2,930,156	3-8-2005
Nelson	2,999,634	9-27-2005