

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the The conveying party should be Nelson & Associates Interior Design And Space Planning, Inc. previously recorded on Reel 003728 Frame 0484. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nelson & Associates Interior Design And Space Planning, Inc.		12/26/2007	Corporation-State 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: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8008339848
 Email: kai.goodwin@contractor.thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street
 Address Line 2: 6th Floor
 Address Line 4: Albany, NEW YORK 12207

TRADEMARK

CH \$115.00 2982812

ATTORNEY DOCKET NUMBER:	427688
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/08/2008
Total Attachments: 5 source=PNC-Nelson - TMSA#page1.tif source=PNC-Nelson - TMSA#page2.tif source=PNC-Nelson - TMSA#page3.tif source=PNC-Nelson - TMSA#page4.tif source=PNC-Nelson - TMSA#page5.tif	

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.

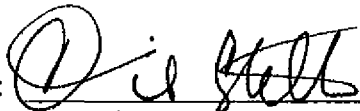
IN WITNESS WHEREOF, Nelson has duly executed this Agreement as of the date first written above.

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

By: _____
Name: _____
Title: _____

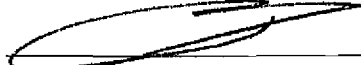
Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,
as Agent

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

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

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 003755 FRAME: 0076**

COMPANY ACKNOWLEDGMENT

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

On this *10th* of ~~December~~ ^{*January*} *8*, 200*8*, 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