

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alliance Consulting Group Associates, Inc.		05/06/2008	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2720848	ALLIANCE CONSULTING
Registration Number:	2355572	ALLIANCE CONSULTING GROUP
Registration Number:	2610390	ALLIANCE-CONSULTING.COM
Registration Number:	2450338	ASSEMBLE TO ORDER ENGAGEMENT TEAMS
Registration Number:	3316289	ASSEMBLE-TO-ORDER ENGAGEMENT TEAMS
Registration Number:	2486159	E-INNOVATION
Registration Number:	2395409	
Registration Number:	2711133	PEER-TO-HERE

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-956-3417  
 Email: Oleh.Hereliuk@federalresearch.com

CH \$215.00 2720848

Correspondent Name: McGuireWoods LLP  
Address Line 1: 1800 Century Park East, 8th Floor  
Address Line 2: Donald Kay  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:

412405

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

05/09/2008

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Alliance Consulting Group Associates, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: New Jersey  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank, National Association  
Internal Address: Commercial Loan Service Center/DCC  
Street Address: 500 First Avenue  
City: Pittsburgh  
State: PA  
Country: USA Zip: 15219

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other National Association      Citizenship USA

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)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) May 6, 2008

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2720848, 2355572, 2610390, 2450338, 3316289, 2486159, 2395409, 2711133

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: McGuireWoods LLP  
Internal Address: Attention: Donald Kay  
Street Address: 1800 Century Park East, 8th Floor  
City: Los Angeles  
State: California Zip: 90067  
Phone Number: (310) 956-3417  
Fax Number: (310) 315-8210  
Email Address: dkay@mcguirewoods.com

**6. Total number of applications and registrations involved:** 8


**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_      05/09/08  
Signature \_\_\_\_\_      Date \_\_\_\_\_  
Donald Kay      \_\_\_\_\_  
Name of Person Signing \_\_\_\_\_

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Agreement**”) is dated as of May 6, 2008, by and among ALLIANCE CONSULTING GROUP ASSOCIATES, INC., a New Jersey corporation (“**Pledgor**”), and PNC BANK, NATIONAL ASSOCIATION (in its capacity as administrative agent for the Lenders (defined below), “**Secured Party**”), pursuant to that certain Revolving Credit and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the “**Credit Agreement**”), among Pledgor, certain of its Subsidiaries party thereto from time to time, the financial institutions party thereto from time to time (collectively, the “**Lenders**”), and Secured Party. Initially capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

### RECITALS:

A. Pursuant to the terms of the Credit Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor’s right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a “**Trademark**”), together with the goodwill of the business symbolized by Pledgor’s Trademarks, and trademark licenses (each such trademark license, a “**Trademark License**”), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on and a continuing security interest in all of Pledgor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired, to the extent included in the Collateral (as defined in the Credit Agreement):

(1) each Trademark, trademark registration (“**Trademark Registration**”), and trademark application (“**Trademark Application**”), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Credit Agreement. To the extent there is

any conflict between the terms of this Agreement and the Credit Agreement, the Credit Agreement shall control.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page is Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

**PLEDGOR:**

ALLIANCE CONSULTING GROUP  
ASSOCIATES, INC.,  
a New Jersey corporation

By: \_\_\_\_\_

  
Anthony A. Ibarra  
President and Chief Executive Officer

**SECURED PARTY:**

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Mark A. Deneen  
Senior Vice President

Signature Page

ALLIANCE: Trademark Security Agreement #5315042

TRADEMARK  
REEL: 003775 FRAME: 0363

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

ALLIANCE CONSULTING GROUP  
ASSOCIATES, INC.,  
a New Jersey corporation

By: \_\_\_\_\_  
Anthony A. Ibargüen  
President and Chief Executive Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: Mark A. Deneen  
Mark A. Deneen  
Senior Vice President

Signature Page

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**Trademark Licenses**

None.

**Trademarks and Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No.</b>
ALLIANCE CONSULTING	United States	76/378,810	2,720,848
ALLIANCE CONSULTING GROUP	United States	75/232,278	2,355,572
ALLIANCE- CONSULTING.COM	United States	76/040,715	2,610,390
ASSEMBLE TO ORDER ENGAGEMENT TEAMS	United States	75/868,276	2,450,338
ASSEMBLE-TO-ORDER ENGAGEMENT TEAMS	United States	77/080,610	3,316,289
E-NNOVATION	United States	75/872,599	2,486,159
MISCELLANEOUS DESIGN	United States	75/749,173	2,395,409
PEER-TO-HERE	United States	76/409,851	2,711,133

Schedule 1

VALLIANCE: Trademark Security Agreement #5315042 (v.1).doc

**RECORDED: 05/09/2008**

**TRADEMARK**  
**REEL: 003775 FRAME: 0365**