

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
Provest LLC		10/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State chartered bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3317672	PROVEST	
Registration Number:	3310341	PROVEST	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	227 West Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	82271-015		
NAME OF SUBMITTER:	Jennifer M. Mikulina		

CH \$65.00 3317672

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**TRADEMARK
 REEL: 004080 FRAME: 0147**

Signature:	/Jennifer M. Mikulina/
Date:	10/16/2009
Total Attachments: 4 source=privatebank assignment#page1.tif source=privatebank assignment#page2.tif source=privatebank assignment#page3.tif source=privatebank assignment#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of October 15, 2009 by and from PROVEST LLC, a Delaware limited liability company (the "Grantor"), to and in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, (the "Grantee") for itself and as administrative agent for the Lenders, referred to in the Credit Agreement referenced below.

WHEREAS, the Grantor, certain of the Grantor's affiliates, as Borrowers, Provest Holdings LLC (collectively with the borrowers, the "Loan Parties"), the Lenders, the Grantee and the financial institutions acting as arrangers have entered into a Credit Agreement dated as of October 15, 2008 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with the other Loan Parties, have entered into a Pledge and Security Agreement dated as of October 15, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All initially capitalized or capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Loan Parties under the Credit Agreement and Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

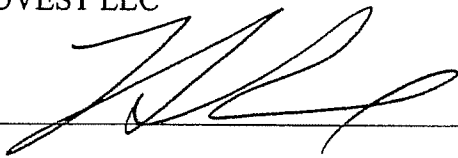
(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or

from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

* * * * *

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

PROVEST LLC

By: 

Name: Frank C. Cirone


Title: Chief Financial Officer

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15 day of October, 2009, by Frank C. Cirone, as Chief Financial Officer of Provest LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification. [Notary: Check appropriate box, and, if obtaining identification, please enter the type of identification].

(SEAL)




Notary Public, State of Florida
My Commission Expires: _____

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS**

Mark	Reg. No./ Serial No.	Issue Date
PROVEST	3,317,672	May 1, 2006
PROVEST (and design)	3,310,341	July 19, 2006