

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
Pearl Meyer & Partners, LLC		08/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Caltius Partners IV, LP		
Composed Of:	COMPOSED OF CP IV, LP, its general partner, a Delaware limited partnership		
Street Address:	11766 Wilshire Boulevard		
Internal Address:	Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77003045	PM&P PEARL MEYER & PARTNERS COMPREHENSIVE COMPENSATION	
Serial Number:	78413476	PEARL MEYER & PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-3312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Patrick Lau		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22374-12 PL		

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**TRADEMARK
 REEL: 004256 FRAME: 0219**

NAME OF SUBMITTER:	Patrick Lau
Signature:	/Patrick Lau/
Date:	08/06/2010
Total Attachments: 10 source=PMP- Trademark Security Agreement Caltius#page1.tif source=PMP- Trademark Security Agreement Caltius#page2.tif source=PMP- Trademark Security Agreement Caltius#page3.tif source=PMP- Trademark Security Agreement Caltius#page4.tif source=PMP- Trademark Security Agreement Caltius#page5.tif source=PMP- Trademark Security Agreement Caltius#page6.tif source=PMP- Trademark Security Agreement Caltius#page7.tif source=PMP- Trademark Security Agreement Caltius#page8.tif source=PMP- Trademark Security Agreement Caltius#page9.tif source=PMP- Trademark Security Agreement Caltius#page10.tif	

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made as of August 4, 2010, by and between **PEARL MEYER & PARTNERS, LLC**, a Delaware limited liability company (the "Grantor"), having a mailing address at 570 Lexington Avenue, New York, New York 10022, and **CALTIUS PARTNERS IV, LP**, a Delaware limited partnership ("Caltius Partners"), for itself and as agent for the Holders (in such capacity, "Agent"), having a mailing address at 11766 Wilshire Boulevard, Suite 850, Los Angeles, California 90025 or at such other place as Agent shall designate in writing to the Grantor.

BACKGROUND

Caltius Partners, in its capacity as Agent and as a Holder, has entered into that certain Investment Agreement with Grantor, PMP Holdings, LLC, BB Shared Services, LLC, Benson Botsford, LLC, Caltius Partners Executive IV, LP and CP IV Pass-Through (PMP-IHS), LP, dated as of the date hereof (as amended from time to time, the "Investment Agreement"), which provides for certain financial accommodations from Caltius Partners and the Holders to Grantor. In order to induce Caltius Partners and the Holders to provide the financial accommodations set forth in the Investment Agreement, Grantor agreed to execute and deliver to Agent, for the benefit of the Holders, this Trademark Collateral Security Agreement (this "Security Agreement").

NOW, THEREFORE, in consideration of the premises, Grantor and Agent hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Investment Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as presently in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source and business indentifying marks, all registrations thereof, and all applications in connection therewith other than any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, including registrations, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United

States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Trademark Licenses” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations (as defined in the Investment Agreement), Grantor hereby grants and conveys to Agent, for the benefit of the Holders, a first priority security interest (the “Security Interest”) in and to the following property: (a) the entire right, title and interest of Grantor in and to the Trademarks, including the registrations and applications appurtenant thereto, including, without limitation, the Trademarks listed in Schedule A attached hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and all renewals, thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Grantor’s right, title and interest in, to and under the following:

(i) all Trademark Licenses; and

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every Trademark License (including, without limitation, (A) all moneys due and to become due under any Trademark License, (B) any damages arising out of or for breach or default in respect of any such Trademark License, (C) all other amounts from time to time paid or payable under or in connection with any such Trademark License, and (D) the right of Grantor to terminate any such Trademark License or to perform and to exercise all remedies thereunder). All of the property referred to in this paragraph 2 is hereinafter collectively called the “Collateral.”

3. Representations and Warranties. Grantor represents and warrants that as of the date of this Security Agreement:

(a) The Trademarks are existing and have not been adjudged invalid or unenforceable;

(b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons expressly relating to such Trademarks), except for Permitted Liens or which would otherwise not reasonably be expected to have a material adverse effect on the business, prospects, or the Properties, operations or conditions (financial or otherwise) of Grantor;

(c) Grantor has the power and authority to enter into this Security Agreement and perform its terms;

(d) To the extent necessary in Grantor's reasonable business judgment to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Grantor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the material Trademarks; and

(e) To the extent necessary in Grantor's reasonable business judgment to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Grantor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the material Trademarks.

4. Covenants. Grantor covenants and agrees with Agent that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the reasonable written request of Agent, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the Liens and security interests granted hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Other than in the ordinary course of business or otherwise in Grantor's reasonable business judgment, Grantor will not knowingly do any act, or omit to do any act, that causes the material Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. Grantor shall take reasonable action at its expense as determined by Grantor's reasonable business judgment, to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with any Trademark Licenses to the extent necessary in Grantor's reasonable business judgment to prevent the abandonment, invalidation, unenforceability or avoidance of such Trademark Licenses.

(c) Liability. Grantor assumes all responsibility and liability arising from its use of the Trademarks.

(d) Limitation of Liens on Collateral. Other than a Permitted Lien, Grantor will not create, permit or suffer to exist any Lien, security interest, encumbrance, claim or right,

in or to the material Trademarks, and to any of Grantor's rights under any material Trademark License.

(e) Limitations on Modifications of Trademark Licenses. To the extent necessary in Grantor's reasonable business judgment to prevent the abandonment, invalidation, unenforceability or avoidance of any Trademark License, Grantor will not (i) amend, modify, terminate (other than in accordance with its terms), or (ii) waive any provision of any material Trademark License in any manner.

(f) Limitation on Further Uses of Trademarks. Other than in the ordinary course of business, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, other than a Permitted Lien, encumber, grant an exclusive license, or otherwise dispose of any of the Trademarks (other than Permitted Dispositions), without the written consent of Agent.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Trademark License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Trademark License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any Trademark License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any Trademark License to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other

amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may reasonably deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes but always subject to reasonable quality control in favor of Grantor, and to do, at Agent's option all acts and things which Agent reasonably deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Notwithstanding anything to the contrary herein, Agent shall not assign or otherwise dispose of any Trademark owned by Grantor without assigning the assets and goodwill of the business therewith and any such assignments will be null and void.

This power of attorney is a power coupled with an interest. Notwithstanding the foregoing, Grantor shall execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees, agents or attorneys shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Agent to execute, in connection with the sale provided for in paragraph 7(c) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral. Notwithstanding anything to the contrary herein, Agent shall not assign or otherwise dispose of any Trademark owned by Grantor without assigning the assets and goodwill of the business therewith and any such assignments will be null and void.

6. Performance by Agent of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein (including after the expiration of any grace period) and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable out-of-pocket expenses of Agent incurred in connection with such performance or compliance shall be payable by Grantor to Agent promptly upon request and shall constitute Obligations secured hereby.

7. Reserved.

8. Termination. Upon payment in full of all Obligations (other than contingent indemnification payments for which no claim has been asserted) and the termination of all commitments, the Security Interests shall terminate and all rights to the Collateral shall revert to Grantor. Upon such termination of the Security Interests or release of any Collateral, Agent will, at the expense of Grantor, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

9. Notices. Any notice to Agent shall be deemed to have been duly given when given in accordance with Section 8.1 of the Investment Agreement.

10. No Waiver. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Investment Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Cumulative Remedies. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Investment Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing duly signed by an authorized officer of Agent and Grantor.

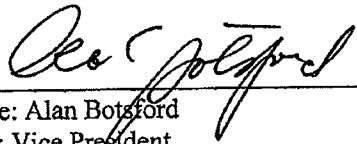
14. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Investment Agreement.

15. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

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GRANTOR:

PEARL MEYER & PARTNERS, LLC

By: 
Name: Alan Botstford
Title: Vice President

TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK
REEL: 004256 FRAME: 0227

ACCEPTED AND ACKNOWLEDGED BY:

CALTIVUS PARTNERS IV, LP,
a Delaware limited partnership

By: CP IV, LP, its general partner

By: _____

Name: Michael Kane

Title: Managing Director

TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK
REEL: 004256 FRAME: 0229

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement, dated as of August 4, 2010, by and between **PEARL MEYER & PARTNERS, LLC**, a Delaware limited liability company, and **CALTIUS PARTNERS IV, LP**, a Delaware limited partnership, as agent for the Holders.

Listing of Trademarks and Trademark Applications

REGISTRATION OR FILING DATE	SERIAL NUMBER	MARK
Registered December 11, 2007	77/003045	PM&P Pearl Meyer & Partners Comprehensive Compensation
Registered January 10, 2006	78/413476	Pearl Meyer & Partners