

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DecisionQuest, Inc.		08/30/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GCG Investors, LP, as agent
Composed Of:	COMPOSED OF GCG General Partner, LLC, a Delaware limited liability company as general partner.
Street Address:	230 West Monroe St
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78551949	(BEGIN AT THE END)
Serial Number:	78551962	(BEGIN AT THE END) TO DISCOVER YOUR BEST CASE SCENARIO
Serial Number:	75751098	ABOUTJURIES.COM
Serial Number:	75677621	ADVANCED STRATEGIC COMMUNICATIONS
Serial Number:	78551943	ALWAYS KEEP THE END IN MIND
Serial Number:	75677620	ASC-DQ
Serial Number:	75879463	COURTROOM TO WAR ROOM
Serial Number:	78600047	DECISION.POINTS
Serial Number:	74285528	DECISIONQUEST
Serial Number:	77009738	DECISIONQUEST
Serial Number:	75327032	DEDICATED TO HELPING OUR CLIENTS PERSUADE DECISION MAKERS

OP \$590.00 78551949

Serial Number:	74285366	DQ
Serial Number:	75982851	DQ CASETESTER
Serial Number:	74212955	EIM
Serial Number:	75156900	KNOWLEDGE CONTROL PERSUASION WINNING
Serial Number:	75156899	KNOWLEDGE CONTROL PERSUASION WINNING
Serial Number:	75156898	KNOWLEDGE CONTROL PERSUASION WINNING
Serial Number:	78318288	MOMENT-TO-MOMENT
Serial Number:	78552002	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN
Serial Number:	78552010	THE BEST CASE SCENARIO
Serial Number:	78202912	LITIGATION LIFECYCLE
Serial Number:	77381130	DQCASES
Serial Number:	77381188	DQPROJECTS

CORRESPONDENCE DATA

Fax Number: (203)429-2010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 914 835 3239
Email: jstockton914@aol.com
Correspondent Name: John Stockton
Address Line 1: 5 Indian Trail
Address Line 4: Harrison, NEW YORK 10528

NAME OF SUBMITTER:	John Stockton
Signature:	/john stockton/
Date:	08/31/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (This "**Agreement**"), dated as of August 30, 2010, is between DECISIONQUEST, INC., a California corporation ("**Debtor**"), and GCG INVESTORS II, LP, a Delaware limited partnership, in its capacity as agent for the Lenders described below (in such capacity, "**Agent**").

Background

1. Debtor has entered into a Subordinated Loan Agreement (the "**Loan Agreement**") dated as of August 30, 2010 among itself, Agent, and the Lenders referred to therein (such Lenders from time to time, the "**Lenders**"), pursuant to which Debtor seeks loans (the "**Loans**") in the aggregate original principal amount of \$12,500,000 from the Lenders.

2. It is a condition precedent to the making of the Loans by the Lenders that Debtor execute and deliver this Agreement.

2. To induce the Lenders to make the Loans, Debtor wishes to grant to Agent, for its own benefit as agent for the Lenders and as a Lender and for the benefit of all other Lenders, a continuing security interest in the collateral described herein to secure the Obligations (as defined below)..

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, the parties agree as follows:

SECTION 1. *Defined Terms and Construction.* Capitalized terms defined in the first paragraph of this Agreement and in the above recitals shall have the meanings assigned therein. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement. References in this Agreement to "Sections", "Schedules" or "Exhibits" shall be to Sections, Schedules or Exhibits of or to this Agreement unless otherwise specifically provided. Any term defined herein may be used in the singular or plural and references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. "Include", "includes" and "including" shall be deemed to be followed by "without limitation" or an appropriate phrase of the same import. References to any agreement or contract are to such agreement or contract as restated, amended, modified or supplemented from time to time. References to any Person include the successors and assigns of such Person. References "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including", respectively. References to any statute or act shall include all related current rules and regulations and all amendments and any successor statutes, acts and rules and regulations. Unless the context otherwise requires, "or" is not exclusive. Any action required to be taken by any Person is to be taken promptly, unless the context clearly indicates the contrary. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed

as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor. The following terms have the following meanings when used herein.

"Obligations" means all of the obligations, covenants, agreements, liabilities, duties and indebtedness of Grantor and/or each other Credit Party under any one or more of the Financing Documents, whether direct or indirect, joint or several, absolute or contingent, due or to become due, or now existing or hereafter arising, and whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any case or proceeding relating to the bankruptcy, insolvency or reorganization of Grantor and/or any other Credit Party (each, a **"Proceeding"**) including: (a) the obligation to pay principal (whether at the stated maturity, by acceleration or otherwise, and including any interest capitalized and added to the principal balance of the Loans) and interest (including any interest which accrues after the commencement of any Proceeding, whether or not a claim in respect of such interest is an allowed claim in such Proceeding) on the Loans and the Notes, and (b) all other amounts now or hereafter payable by any Credit Party under the Loan Agreement, the Notes or any other Financing Document.

"PTO" means the United States Patent and Trademark Office.

"Trademark Collateral" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code in effect on the date hereof in the State of New York; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest created by this Agreement in any Trademark Collateral is governed by the Uniform Commercial Code of any jurisdiction other than New York, "UCC" means the Uniform Commercial Code in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or the effect of perfection or non-perfection; and further provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern.

SECTION 2. *Security Interest.*

(a) **Grant of Security Interest.** As security for the due, full and punctual payment and performance of the all of the Obligations, Debtor hereby grants to Agent, for its own benefit as agent for the Lenders and as a Lender and for the benefit of all other Lenders a security interest in, lien on and mortgage of, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the **"Trademark Collateral"**):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof (including the right to injunctive relief, damages and profits, due or accrued; and the right to sue for injury to goodwill), all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds (as defined in the UCC) of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. *Supplement to Security Documents.* This Agreement has been entered into in conjunction with the security interests granted to Agent under the Security Agreement and the other Security Documents. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Security Documents.

SECTION 4. *Representations and Warranties.* Debtor represents and warrants to Agent (which representations and warranties shall survive the execution and delivery of this Agreement) that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, trademark registrations and trademark applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. *Further Acts.* On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action requested by Agent as may be necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including executing and delivering any documents for filing with the PTO or any applicable state office. Agent may record this Agreement, an abstract thereof, or any other document describing Agent's interest in the Trademark Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Agent to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by Agent.

SECTION 6. *Authorization to Supplement.* If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under Section 5, Debtor authorizes Agent unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

SECTION 7. *Binding Effect.* This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder. Agent may freely assign or otherwise transfer its rights hereunder.

SECTION 8. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to contracts executed and to be fully performed in the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Trademark Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. *Entire Agreement; No Waiver; Amendment; the Subordination Agreement.* This Agreement and the Loan Agreement and the other Financing Documents, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Agent unilaterally may modify, amend or supplement Schedule A as provided in Section 6. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or any other Financing Document,

the provision giving Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Agent under any thereof. All rights, remedies, and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of the Subordination Agreement, and all the provisions of this Agreement are intended to be subject to the terms and conditions of the Subordination Agreement.

SECTION 10. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. A telecopy of any such executed counterpart shall be deemed valid as an original.

SECTION 11. *Termination.* Upon payment and performance in full of all Obligations, other than contingent indemnification obligations not then due and payable and not reasonably likely to become due and payable, the security interests created by this Agreement shall terminate (subject to reinstatement as provided in Section 3.1 of the Security Agreement) and Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

SECTION 12. *No Inconsistent Requirements.* Debtor acknowledges that this Agreement and the other Financing Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. *Severability.* If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. *Notices.* All notices and other communications hereunder shall be in writing and shall be given and deemed received as set forth in Section 10.03 of the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

DECISIONQUEST, INC.

By: 

Name: Michael E. Cobo

Title: Chief Operating Officer

GCG INVESTORS II, LP, as Agent

By: GCG General Partner, LLC
its General Partner

By: Greyrock Capital Group, LLC
its Managing Member

By: _____

Name: Stephen Etter

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

DECISIONQUEST, INC.

By: _____
Name: Michael E. Cobo
Title: Chief Operating Officer

GCG INVESTORS II, LP, as Agent

By: GCG General Partner, LLC
its General Partner

By: Greyrock Capital Group, LLC
its Managing Member

By: Stephen W Etter
Name: Stephen Etter
Title: Senior Vice President

Schedule A

Trademarks of Debtor

SERIAL NO.	REGISTRATION NO.	MARK
78551949	3140362	(BEGIN AT THE END)
78551962	3134246	(BEGIN AT THE END) TO DISCOVER YOUR BEST CASE SCENARIO
75751098	2596177	ABOUTJURIES.COM
75677621	2599915	ADVANCED STRATEGIC COMMUNICATIONS
78551943	3155100	ALWAYS KEEP THE END IN MIND
75677620	2619287	ASC-DQ
75879463	2637557	COURTROOM TO WAR ROOM
78600047	3226733	DECISION.POINTS
74285528	1755933	DECISIONQUEST
77009738	3315495	DECISIONQUEST
75327032	2189271	DEDICATED TO HELPING OUR CLIENTS PERSUADE DECISION MAKERS
74285366	7820850	DQ
75982851	2669694	DQ CASETESTER
74212955	1712133	EIM
75156900	2196322	KNOWLEDGE CONTROL PERSUASION WINNING
75156899	2196321	KNOWLEDGE CONTROL PERSUASION WINNING
75156898	2198875	KNOWLEDGE CONTROL PERSUASION WINNING
78318288	2901776	MOMENT-TO-MOMENT
78552002	3086729	NEVER (SEE) YOUR CASE THE SAME WAY AGAIN
78552010	3091581	THE BEST CASE SCENARIO
78202912	2880368	LITIGATION LIFECYCLE
77381130	3498477	DQCases
77381188	3498478	DQProjects

Continuation of Schedule A

Pending U.S. Trademark Applications of Debtor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
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NONE