

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Fieldglass, Inc.</td> <td></td> <td>10/15/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Fieldglass, Inc.		10/15/2010	CORPORATION: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Fieldglass, Inc.		10/15/2010	CORPORATION: DELAWARE						
<b>RECEIVING PARTY DATA</b>									
Name:	Silicon Valley Bank, as Administrative Agent								
Street Address:	275 Grove Street								
Internal Address:	Suite 2-200								
City:	Newton								
State/Country:	MASSACHUSETTS								
Postal Code:	02466								
Entity Type:	Bank: UNITED STATES								
<b>PROPERTY NUMBERS Total: 7</b>									
Property Type	Number	Word Mark							
Registration Number:	3031142								
Registration Number:	2982339	ENGAGEMENT LIFECYCLE MANAGEMENT							
Registration Number:	2865410	FIELDGLASS							
Registration Number:	3031143	FIELDGLASS							
Registration Number:	2570095	INSITE							
Registration Number:	3031144	INTELLIGENT SERVICES PROCUREMENT							
Registration Number:	2993730	SERVICES LIFECYCLE MANAGEMENT							
<b>CORRESPONDENCE DATA</b>									
Fax Number:	(703)519-1821								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	703-415-1555								
Email:	mail@specializedpatent.com								
Correspondent Name:	Christopher E. Kondracki								
Address Line 1:	1725 Duke Street								

CH \$190.00 3031142

**900175539**

**TRADEMARK**  
**REEL: 004309 FRAME: 0153**

Address Line 2: Suite 625  
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: 1010803

NAME OF SUBMITTER: Christopher E. Kondracki

Signature: /Christopher E. Kondracki/

Date: 11/02/2010

Total Attachments: 5  
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 15, 2010, is entered into by and between FIELDGLASS, INC., a Delaware corporation ("Fieldglass"), the other additional Grantors who may be joined to this Agreement and may become signatories hereto from time to time (together with Fieldglass, individually, a "Grantor", and collectively, the "Grantors") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

### **1. Grant of Security Interest**

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided that, notwithstanding the foregoing, neither this Agreement nor any other Loan Document (as defined in the Credit Agreement), shall constitute a grant of a security interest in any property that

constitutes Excluded Property (as such term is defined in the Guarantee and Collateral Agreement), including, without limitation, any and all United States intent-to-use Trademark applications during the period in which the grant of a security interest therein would impair the validity or enforceability of such application.

(b) Schedule A hereto contains a true and accurate list of all United States registrations and applications for registration for the Trademarks owned by any Grantor (excluding (i) Internet domain name registrations and (ii) Trademarks that constitute Excluded Property) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any United States registrations or applications for registration of any Trademarks owned or subsequently acquired and owned by such Grantor (other than Trademarks that constitute Excluded Property), or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any United States registrations or applications for registration of any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

## 4. Counterparts

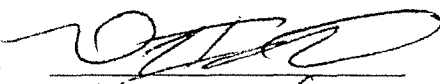
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By:   
Name: MICHAEL J. FELL  
Title: DIRECTOR

Address of Assignee:

SILICON VALLEY BANK  
275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466  
Attention: Mr. Michael J. Fell

Fax: (617) 969-5962

E-mail: [mfell@svb.com](mailto:mfell@svb.com)

[Signature Page to Trademark Security Agreement]

GRANTOR:

FIELDGLASS, INC.

By:

  
Name: James E. Holtzman

Title: Chief Financial Officer

Address of Grantor:

c/o Fieldglass, Inc.

125 South Wacker Drive

Suite 2400

Chicago, Illinois 60606

Attention: Chief Financial Officer

Facsimile No.: (312) 279-8120



E-mail: [jholtzman@FIELDGLASS.com](mailto:jholtzman@FIELDGLASS.com)

[Signature Page – Trademark Security Agreement]

**Schedule A to TRADEMARK SECURITY AGREEMENT**

**United States Registered Trademarks**

(excluding Internet domain name registrations and Trademarks that constitute Excluded Property)

Registrant	Trademark	Registration No.	Registration Date
Fieldglass, Inc.	Design Mark 	3031142	12/20/2005
Fieldglass, Inc.	ENGAGEMENT LIFECYCLE MANAGEMENT	2982339	8/2/2005
Fieldglass, Inc.	FIELDGLASS	2865410	7/20/2004
Fieldglass, Inc.	FIELDGLASS and Design  FIELDGLASS	3031143	12/20/2005
Fieldglass, Inc.	INSITE	2570095	5/14/2002
Fieldglass, Inc.	INTELLIGENT SERVICES PROCUREMENT	3031144	12/20/2005
Fieldglass, Inc.	SERVICES LIFECYCLE MANAGEMENT	2993730	9/13/2005

**United States Applications for Registration of Trademarks**

(excluding Trademarks that constitute Excluded Property)

None.

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