

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
BOCK & CLARK CORPORATION		01/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GMB MEZZANINE CAPITAL, L.P., as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1460		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2635482	BOCK & CLARK	
Serial Number:	77804598	BOCK & CLARK NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5286.005		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 2635482

Date:

04/21/2011

Total Attachments: 11

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THIS AGREEMENT AND THE LIENS CREATED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, THE "SUBORDINATION AGREEMENT") DATED AS OF JANUARY 13, 2011 IN FAVOR OF M&I MARSHALL & ILSLEY BANK AND ITS SUCCESSORS AND ASSIGNS.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of January 13, 2011, by BOCK & CLARK CORPORATION, a Delaware corporation ("Borrower"), in favor of GMB MEZZANINE CAPITAL, L.P., as collateral agent ("Secured Party").

RECITALS:

A. Borrower, GCG SBIC Investors, LP (together with its successors and registered assigns, "Greyrock"), GMB Mezzanine Capital, L.P. (together with its successors and registered assigns, "GMB"; together with Greyrock, each an "Original Purchaser" and collectively, the "Original Purchasers") and High Street Capital III SBIC, L.P. ("High Street"; together with Original Purchasers, each a "Purchaser" and collectively the "Purchasers") are parties to that certain Note and Warrant Purchase Agreement dated as of February 5, 2004 (as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement").

B. Borrower and Secured Party are parties to and that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

AGREEMENTS:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Purchase Agreement shall have the meanings specified in the Purchase Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations (as defined in the Security Agreement), Borrower

hereby grants to Secured party, as collateral agent for itself and the other Original Purchasers, a security interest, having priority over all other security interests (except for Permitted Encumbrances), with power of sale to the extent permitted by this Agreement and applicable law, in all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed (collectively, the "Collateral"):

(a) In Trademarks.

(i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trade marks, trademark applications, registered service marks and service applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

(b) In Patents: patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule B and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter individually and/or collectively referred to as the "Patents").

(c) In Copyrights. (i) copyrights registrations and applications therefore listed on Schedule C hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world (all such items described in subparagraphs (i) through (v) of this subsection (c) referred to as "Copyrights"), and (vi) all license agreements with any party in connection with any Copyrights whether Borrower is a licensor or a licensee under such license agreement;

(d) In Proceeds. All proceeds of any of the foregoing.

Notwithstanding the foregoing, the Collateral in which Borrower grants a security interest pursuant to the terms hereof shall not include any Excluded Property (as defined in the Security Agreement).

3. Reserved.

4. New Trademarks, Patents and Copyrights.

(a) Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A include all of the federally registered trademarks, tradenames, service marks and applications therefore now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new federally registered trademarks, tradenames, service marks or applications therefore, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Secured Party prompt written notice thereof. Borrower hereby authorizes Secured Party to modify this Agreement by (i) amending Schedule A to include any future federally registered trademarks, tradenames, service marks and applications therefore owned by the Borrower and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A thereto, such future federally registered trademarks, tradenames, service marks and applications therefore.

(b) Patents. Borrower represents and warrants that the Patents listed on Schedule B include all of the federally registered patents and applications therefore now owned or held by Borrower. If prior to the termination of this Agreement, Borrower shall obtain any new federally registered patents or applications therefore (including any reissue, division, continuation, renewal, extension or continuation-in-part of any federally registered Patent, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Secured Party prompt written notice thereof). Borrower hereby authorizes Secured Party to modify this Agreement by (a) amending Schedule B, to include any future federally registered patents or applications therefore owned by the Borrower and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule B thereto, such future federally registered patents or applications therefore.

(c) Copyrights. Borrower represents and warrants that the Copyrights listed on Schedule C include all of the federally registered copyrights and applications therefore now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new federally registered copyrights or applications therefore, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Secured Party prompt written notice thereof. Borrower hereby authorizes Secured Party to modify this Agreement by (i) amending Schedule C to include any future federally registered copyrights and applications therefore owned by the Borrower and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule C thereto, such future federally registered copyrights and applications therefore.

5. Royalties. Borrower hereby agrees that the use by Secured Party of the Collateral as authorized hereunder shall be co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Borrower.

6. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the Secured Obligations (as defined in the Security Agreement) have been paid in full.

7. [Intentionally omitted]

8. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business and consistent with Borrower's current business practices (i) to prosecute diligently any copyright applications, trademark applications, service mark or patent applications that are part of the Collateral pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks applications and to make application on such unpatented but patentable inventions as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the copyright applications, trademark applications, service mark applications, patent applications and trademark and service mark registrations that are part of the Collateral. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any material copyright, material trademark or service mark which is the subject of a registered trademark, service mark or application therefor or patent applications or the right to file patent applications or pending patent applications, and which is or, to Borrower's knowledge, shall be necessary or economically desirable in the operation of the Borrower's business. Secured Party shall not have any duty with respect to the Collateral. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Collateral against any other parties, but may do so at its option during the continuance of an Event of Default subject to the Subordination Agreement, and all reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations (as defined in the Security Agreement) secured hereby.

9. Secured Party's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Purchase Agreement, the Notes and the Subordination Agreement, Secured Party shall have the right but shall not be obligated, to bring suit to enforce the Collateral and, if Secured Party shall commence any such suit, Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Subject to the Subordination Agreement, Borrower shall, upon demand, promptly reimburse and indemnify Secured Party for all costs and reasonable expenses incurred by Secured Party in the exercise of its rights under this Section 9, (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Secured Party is not reimbursed with respect to

the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Secured Obligations (as defined in the Security Agreement) secured hereby.

10. Waivers. No course of dealing between Borrower and Secured Party, and no failure to exercise or delay in exercising on the part of Secured party any right, power or privilege hereunder or under the Purchase Agreement or the Notes shall operate as a waiver of any of Secured Party's or any other Original Purchaser's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Purchase Agreement or the Notes shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Secured Party's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, subject to the Subordination Agreement, Secured Party may exercise any of the rights and remedies provided in this Agreement, the Purchase Agreement, the Notes or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Collateral comprise a portion of the "Collateral" (as defined in the Security Agreement) and Secured Party shall have the right to exercise its rights under the Purchase Agreement or the Notes, as applicable, with respect to the Collateral hereunder to the same extent as with respect to all other items of "Collateral" described in the Security Agreement, and (ii) from and after the occurrence and during the continuance of an Event of Default, subject to the Subordination Agreement, Secured Party or its nominee may use the Collateral to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Borrower's business.

12. Severability. The provisions of this 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of a Default or Event of Default, subject to the Subordination Agreement, Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Purchase Agreement, the Notes and the Subordination Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Secured Party of written notice to Borrower of Secured Party's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Secured Party to, in its sole discretion (i) endorse Borrower's name

on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Collateral, (ii) take any other actions with respect to the Collateral as Secured Party deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Collateral to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone on commercially reasonable terms. Secured Party shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of Borrower's business and related assets connected with the use of, and symbolized by, such Collateral. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party or any Original Purchaser under the Purchase Agreement or the Notes, but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of Secured Party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located or deemed located.

15. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Secured Party and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of the Original Purchasers.

16. Governing Law. Except where Delaware law mandatorily applies, this Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Purchase Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

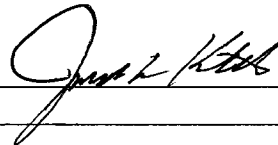
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Subordination Agreement. The provisions of this Agreement are in all respects subject to the terms and provisions of the Subordination Agreement, including the relative rights, obligations and priorities with respect to Collateral or proceeds thereof (but such Subordination Agreement shall not impart any rights on Parent, Borrower or any of their Subsidiaries).

(The signature page follows.)

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOCK & CLARK CORPORATION

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GMB MEZZANINE CAPITAL, L.P.,
as collateral agent

By: Lakeside Capital Partners, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOCK & CLARK CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GMB MEZZANINE CAPITAL, L.P.,
as collateral agent

By: Lakeside Capital Partners, LLC
Its: General Partner

By: Susan Edmonds
Name: Susan Edmonds
Title: Principal

Schedule A

Trademarks

1. "BOCK & CLARK" (text and stylized logo)
 - US Service Mark Application Serial No. 78/099,168 filed on December 19, 2001.
Registration No. 2,635, 482 on October 15, 2002

2. For "Bock & Clark Navigator"
 - US Service Mark Application Serial No. 77/804,598 filed on August 14, 2009
 - Application published in the Official Gazette on June 1, 2010
 - Statement of Use filed on August 25, 2010

Schedule B

Patents

None.

Schedule C

Copyrights

1. Copyright for the 2001 version of "Handbook for ALTA/ACSM Land Title Surveys"
 - US Copyright Registration No. TX 5-503-829, registered on December 5, 2001
2. Copyright for the 2005 version of "Handbook for ALTA/ACSM Land Title Surveys"
 - US Copyright Registration No. TX 6-306-063, registered on January 10, 2006