

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas A. Clayton Consultants, Inc.		08/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	IL4-135-05-41		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85065637	CLAYTON CONSULTANTS	
Serial Number:	85065633	CLAYTON CONSULTANTS	
Serial Number:	85065627	CLAYTON CONSULTANTS	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625-4692 JES		

OP \$90.00 85065637

900200641

TRADEMARK  
REEL: 004611 FRAME: 0444

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/25/2011
<b>Total Attachments: 6</b> source=Amended and Restated TM Sec Agmt - Thomas Clayton#page1.tif source=Amended and Restated TM Sec Agmt - Thomas Clayton#page2.tif source=Amended and Restated TM Sec Agmt - Thomas Clayton#page3.tif source=Amended and Restated TM Sec Agmt - Thomas Clayton#page4.tif source=Amended and Restated TM Sec Agmt - Thomas Clayton#page5.tif source=Amended and Restated TM Sec Agmt - Thomas Clayton#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 4, 2011, is made between THOMAS A. CLAYTON CONSULTANTS, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as administrative agent for the Lenders (successor to SunTrust Bank in such capacity) (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of October 20, 2010, by and among Grantor, the Lenders, the Administrative Agent, and Bank of America, as Issuing Bank and as Swingline Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

W I T N E S S E T H :

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Affiliates have executed and delivered an Amended and Restated Security Agreement, dated as of October 20, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 4(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks,

collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 2 and 4(d) of the Security Agreement). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement, the security interests in such Trademark Collateral granted hereunder shall terminate and all rights to such Trademark Collateral granted to the Administrative Agent pursuant to this Agreement shall revert to the Grantor, and (ii) the repayment in full in cash of all Secured Obligations (other than indemnities and other similar contingent obligations surviving the termination of the Credit Agreement for which no claim has been made and which are unknown and not calculable at the time of termination and those Obligations relating to the Hedging Obligations or to Treasury Management Obligations), termination of all commitments of the Lenders under the Credit Agreement and the reduction to zero or the cash collateralization of the LC Exposure, the security interests in all of the Trademark Collateral granted hereunder shall terminate and all

rights to all of the Trademark Collateral granted to the Administrative Agent pursuant to this Agreement shall revert to the Grantor, and, in each case, the Administrative Agent shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in such Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

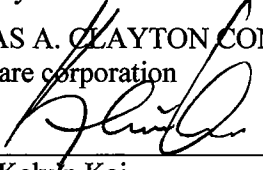
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

SECTION 8. Amendment and Restatement. This Agreement amends and restates in its entirety the Trademark Security Agreement, dated as of July 15, 2009, made by the Grantor in favor of the Administrative Agent.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THOMAS A. CLAYTON CONSULTANTS, INC.,  
a Delaware corporation

By:   
Name: Kelvin Kai  
Title: Vice President

BANK OF AMERICA, N.A.,  
as Administrative Agent

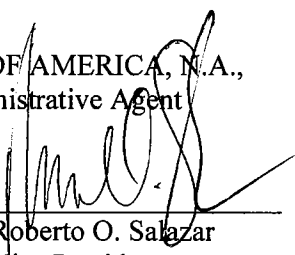
By: \_\_\_\_\_  
Name: Roberto O. Salazar  
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THOMAS A. CLAYTON CONSULTANTS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Roberto O. Salazar  
Title: Vice President

SCHEDULE I  
to Amended and Restated Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

None

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.A.	Clayton Consultants	85-065,637 85-065,633 85-065,627	06/17/2010

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None