

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b> Johnson, Mirmiran &amp; Thompson, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Maryland</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  <input type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>Manufacturers and Traders Trust Company</u>  Internal _____  Address: _____  Street Address: <u>One Fountain Plaza, 4th Floor</u>  City: <u>Buffalo</u>  State: <u>New York</u>  Country: <u>USA</u>      Zip: <u>14203</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>New York state bank</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
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**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) 12/08/2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2,926,342      2,912,944      3,519,945

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
2,926,342 [JMT Logo, registered 2/15/2005] 2,912,944 ["Engineering a Brighter Future" tag line, registered 12/21/2004]  
3,519,945 ["Creating a Brighter Future" tag line, registered 10/21/2008]

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Nancy Wiford</u>  Internal Address: _____  Street Address: <u>CT Lien Solutions</u>  <u>4400 Easton Commons Way, Suite 125</u>  City: <u>Columbus</u>  State: <u>Ohio</u>      Zip: <u>43219</u>  Phone Number: <u>614-280-3546</u>  Fax Number: _____  Email Address: <u>nancy.wiford@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b>  Deposit Account Number _____  Authorized User Name _____</p>
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**9. Signature:** Nancy Wiford      12/15/2011  
Signature      Date

Nancy Wiford  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 292634

## COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of December 8, 2011, by JOHNSON, MIRMIRAN & THOMPSON, INC., a Maryland corporation (the "Assignor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York state banking corporation (the "Lender").

### RECITALS

A. The Assignor has applied to the Lender for credit facilities (collectively the "Loans") under the provisions of a certain Loan and Security Agreement dated the date hereof by and between the Lender and the Assignor (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement, including, without limitation, the terms "Financing Documents," "Secured Obligations," "Obligations" and "Event of Default."

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on SCHEDULE A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively as the "Trademarks".

C. The Loan Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement and the other Financing Documents.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Secured Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

#### 1. Assignment.

1.1 In consideration of and pursuant to the terms of the Loan Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Secured Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on, and collateral assignment of, the Trademarks, together with all of the Assignor's rights, title and interest in and to (a) any and all products and improvements described and claimed in such Trademarks and Trademark applications, (b) reissues, divisions, continuations, renewals, modifications, enhancements, extensions and continuations-in-part of any Trademarks and Trademark

applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any Trademarks or Trademark applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of Trademarks, and (f) all rights corresponding to any of the foregoing throughout the world.

1.2 The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

2. Representations and Warranties. The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.2 Each of the Trademarks is valid and enforceable in the United States.

2.3 Except as set forth on SCHEDULE B to this Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, each of the Trademarks is free and clear of any Liens except those granted to the Lender and those to which the Lender may have expressly in writing consented from time to time, licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

2.4 The Assignor has the right to enter into this Agreement and perform its terms.

3. Covenants and Agreements. The Assignor covenants and agrees that, until all the Secured Obligations have been indefeasibly paid in full in cash and performed and all commitments to provide further credit have been terminated:

3.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Agreement.

3.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and the Assignor shall give the Lender written notice thereof along with an amended SCHEDULE A within 90 days thereafter.

3.4 The Assignor shall, at the Lender's request, obtain consents to this Agreement where the Assignor's right to assign any Trademarks requires such consent.

3.5 Except as permitted by the provisions of the Loan Agreement and the other Financing Documents, the Assignor shall maintain the Trademarks in full force and effect.

3.6 Except as permitted by the provisions of the Loan Agreement and the other Financing Documents, the Assignor shall have the duty to (a) prosecute diligently any Trademark application and/or

registration that is part of the Trademarks pending as of the date of this Agreement or thereafter to the extent the value of such application or registration in the Assignor's business justifies such prosecution until the Secured Obligations have been indefeasibly paid in full in cash and performed and all commitments to provide further credit have been terminated, (b) preserve and maintain all rights in such applications, registrations and/or Trademarks including but not limited to the payment of registration and renewal fees, if any, and (c) upon reasonable written request of the Lender, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Trademark or any pending application for Trademark registration, without the consent of the Lender.

3.7 Prior to an Event of Default and after an Event of Default with the prior written consent of the Lender, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if necessary, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, losses, Enforcement Costs, as they arise, incurred by the Lender in connection with the provisions of this paragraph.

3.8 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all Enforcement Costs, as they arise, incurred by the Lender in protecting, defending and maintaining the Trademarks.

3.9 The Assignor will continue to use, for the duration of this Agreement, proper statutory identification in connection with its use of the Trademarks.

3.10 The Assignor will continue to meet for the duration of this Agreement, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Agreement.

3.11 The Assignor agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Lender.

#### 4. Events of Default; Rights and Remedies.

4.1 Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement and the other Financing Documents, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Agreement, or allow any Lien except those granted to the Lender and those to which the Lender may have expressly in writing consented from time to time to

attach to, the license granted to the Assignor in this Section, without the prior written consent of the Lender.

4.2 The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement, the Financing Documents and other obligations and until all of the Secured Obligations have been indefeasibly paid in full in cash and performed and all commitments to provide further credit have been terminated.

4.3 All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

4.4 After all of the Secured Obligations have been indefeasibly paid in full in cash and performed and all commitments to provide further credit have been terminated, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Agreement and re-vest in the Assignor full title to the Trademarks.

4.5 No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

## 5. MISCELLANEOUS

5.1 The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

5.2 This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Loan Agreement.

5.3 This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

5.4 The section headings in this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed in any number of duplicate originals or counterparts (with any appropriate completions for the respective parties), each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax or PDF and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Agreement with its inked signature, but the party's failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement.

5.5 This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signatures Begin on Next Page]


SIGNATURE PAGE TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

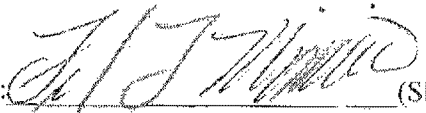
IN WITNESS WHEREOF, the Assignor has executed this Agreement under seal, the day and year first above written.

WITNESS OR ATTEST:

ASSIGNOR:

JOHNSON, MIRMIRAN & THOMPSON, INC.

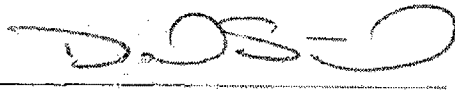
  
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By:  (SEAL)  
Fred F. Mirmiran  
President

ACKNOWLEDGMENT

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

On this 8<sup>th</sup> day of December, 2011, before me personally appeared Fred F. Mirmiran, to me known and being duly sworn, deposes and says that he is the President of Johnson, Mirmiran & Thompson, Inc., a Maryland corporation, the Assignor; that he signed the foregoing Assignment as President of entity such pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such; and he desires the same to be recorded as such.

  
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Notary Public

My Commission Expires: 2/17/2014

SCHEDULE A TO COLLATERAL ASSIGNMENT  
OF TRADEMARKS AS SECURITY

List Of Trademarks

<u>Trademark Description</u>	<u>U.S./ Foreign Country Serial/Registration No.</u>	<u>Date Registered</u>	<u>Country</u>
JMT Logo	2,926,342	2/15/2005	USA
"Engineering A Brighter Future" Tag Line	2,912,944	12/21/2004	USA
"Creating a Brighter Future" Tag Line	3,519,945	10/21/2008	USA



SCHEDULE B TO COLLATERAL ASSIGNMENT  
OF TRADEMARKS AS SECURITY

Liens

None.