

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
UHY Advisors, Inc.		05/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A., as Agent		
Street Address:	27777 Franklin Road		
Internal Address:	Suite 1900		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3425695	BUSINESS IN THE EYE OF THE STORM	
Registration Number:	3049537	THE NEXT LEVEL OF SERVICE	
Registration Number:	4016581	FLS FINANCIAL LEADERS SEMINAR	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
Phone:	734-761-3780		
Email:	asujek@bodmanlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Ste. 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		

OP \$90.00 3425695

Date:

01/17/2012

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of May 14, 2010, by UHY ADVISORS, INC., a Delaware corporation (the "Grantor") in favor of RBS CITIZENS, N.A., in its capacity as agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor, certain financial institutions signatory thereto and the Administrative Agent entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which such financial institutions have agreed to make available to the Grantor certain sums as more particularly described in the Credit Agreement.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

E. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trade name, corporate name, the Grantor name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

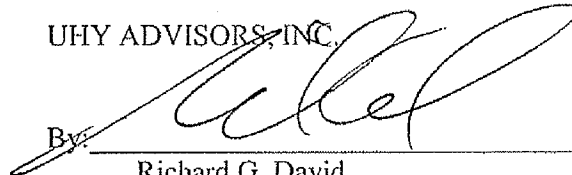
- (2) each trademark license, whether written or oral, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2, annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, whether written or oral, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to the limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

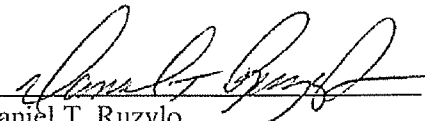
UHY ADVISORS, INC.

By: 
Richard G. David

Title: Executive Vice President

Acknowledged:

RBS CITIZENS, N.A.

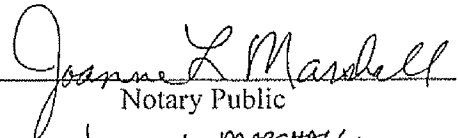
By: 
Daniel T. Ruzyl
Title: Vice President

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TRADEMARK
REEL: 004699 FRAME: 0463

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 14th day of May, 2010 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of UHY ADVISORS, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public
JOANNE L. MARSHALL

JOANNE L. MARSHALL
Notary Public, Macomb County, Michigan
Acting In Macomb County OAKLAND
My Commission Expires Nov. 8, 2010

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
PERFORMANCE EXCELLENCE	2,301,812	December 21, 1999
BUSINESS IN THE EYE OF THE STORM	3,425,695	May 13, 2008
THE NEXT LEVEL OF SERVICE	3,049,537	January 24, 2006
FLS FINANCIAL LEADERS SEMINAR	Pending	February 12, 2010

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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TRADEMARK
REEL: 004699 FRAME: 0465

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

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