

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cumberland Consulting Group, LLC | | 12/29/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DEERPATH FUNDING, LP | | |
| Composed Of: | COMPOSED OF Deerpath Funding General Partner, Inc., A Delaware corporation | | |
| Street Address: | 405 Lexington Avenue, 71st Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10174 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3642406 | CUMBERLAND CONSULTING GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (713)226-6398 | | |
| Phone: | 713-226-6615 | | |
| Email: | patmail@porterhedges.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: | Timothy S. Westby | | |
| Address Line 1: | P. O. Box 4078 | | |
| Address Line 4: | Houston, TEXAS 77210-4078 | | |
| ATTORNEY DOCKET NUMBER: | 010997-0035 | | |
| NAME OF SUBMITTER: | Timothy S. Westby | | |
| Signature: | /Timothy S. Westby/ | | |

CH \$40.00 3642406

Date:

01/20/2012

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2011 (the "*Agreement*"), between CUMBERLAND CONSULTING GROUP, LLC, a Delaware limited liability company (the "*Debtor*"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, concurrently with the execution and delivery of this Agreement:

(a) Debtor has entered into that certain Loan Agreement dated the date hereof (as amended, restated or supplemented from time to time, the "*Loan Agreement*"), by and among Debtor and the other borrowers from time to time party thereto, as borrowers ("*Borrowers*"), the lenders from time to time party thereto, as lenders (collectively, the "*Lenders*"), and Deerpath, as administrative agent and collateral agent for itself and the other Lenders; and

(b) Debtor has entered into that certain Security Agreement (as amended, restated or supplemented from time to time, the "*Security Agreement*"), by and among Borrowers and Secured Party, pursuant to which Borrowers have granted to Secured Party a Lien in the Collateral (as defined therein) to secure the Obligation;

WHEREAS, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor 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, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, 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 respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than unasserted contingent obligations) and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or reasonably requested by Debtor to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement, and to record the release of such lien and security interest.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP 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. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan 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 and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

CUMBERLAND CONSULTING GROUP, LLC
a Delaware limited liability company

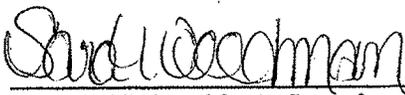
By: 
Name: James D. Lewis
Title: Manager

STATE OF Tennessee
COUNTY OF Williamson

This instrument was acknowledged before me on December 29, 2011, by James D. Lewis, Manager of Cumberland Consulting Group, LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.



My Commission Expires NOV. 4, 2013


Notary Public in and for the State of _____

Schedule 1
to
Patent and Trademark Security Agreement

US TRADEMARKS

U.S. Trademark Registration No. 3642406, registered June 23, 2009 for Cumberland Consulting Group

STATE TRADEMARKS

None

FOREIGN TRADEMARKS

None

PATENTS

None

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]