

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
The Gordian Group, Inc.		05/01/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2193615	PROGEN
Registration Number:	2585283	EGORDIAN
Registration Number:	2671573	E
Registration Number:	2793269	CONSTRUCTION TASK CATALOG
Registration Number:	2793270	CATALOG OF CONSTRUCTION TASKS
Registration Number:	2306860	THE GORDIAN GROUP
Registration Number:	2576053	EGORDIAN
Registration Number:	2628007	"E"
Registration Number:	3022712	THE STANDARD FOR JOB ORDER CONTRACTING
Registration Number:	3572549	EZIQC
Registration Number:	3572550	JOC COMPLETE SOLUTION
Registration Number:	3785489	JOC UNIVERSITY
Registration Number:	3816517	CM FIXED

CH \$415.00 2193615

Registration Number:	3816518	THE TOOLS YOU NEED TO GET THE RESULTS YOU WANT
Registration Number:	3816519	THE GORDIAN GROUP
Registration Number:	4030051	JOC JOB ORDER CONTRACTING

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200
 Email: angela.amaru@lw.com
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins
 Address Line 1: 885 Third Avenue
 Address Line 2: Suite 1000
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039112-0069
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/01/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2012 (this "Trademark Security Agreement"), is made by the entity listed on the signature pages hereof (the "Trademark Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TGG Sub, Inc., The Gordian Group, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement referred to below) (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of May 1, 2012, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Trademark Grantor is party to the Guaranty and Security Agreement pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Trademark Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of the Trademark Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Trademark Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provision of the Guaranty and Security Agreement shall control.

Section 4. Trademark Grantor Remains Liable. The Trademark Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Trademark Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with the Trademark Grantor to execute and deliver all documents as the Trademark Grantor shall reasonably request to evidence such termination.

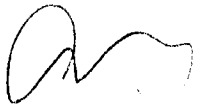
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(Signature Pages Follow)

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

Very truly yours,

THE GORDIAN GROUP, INC.,
as Trademark Grantor

By:  _____

Name: Alex Berzofsky

Title: Executive Vice President


THE GORDIAN GROUP, INC.
TRADEMARK SECURITY AGREEMENT

NY2547469

TRADEMARK
REEL: 004768 FRAME: 0585

ACCEPTED AND AGREED
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent


By: 
Name: Lofton Spencer
Title: Duly Authorized Signatory

TRADEMARK REGISTRATIONS

Mark	Application Date/ Registration Date	Filing Office	Application Number/ Registration Number	Status
PROGEN	August 6, 1997/ October 6, 1998	United States Patent and Trademark Office	75336919/ 2,193,615	Registered
eGordian	September 27, 2001/ June 25, 2002	United States Patent and Trademark Office	76317768/ 2,585,283	Registered
	September 27, 2001/ January 7, 2003	United States Patent and Trademark Office	76317752/ 2,671,573	Registered
Construction Task Catalog	September 5, 2002/ December 9, 2003	United States Patent and Trademark Office	76446945/ 2,793,269	Registered
Catalog of Construction Tasks	September 5, 2002/ December 9, 2003	United States Patent and Trademark Office	76446946/ 2,793,270	Registered

U.S. Service Mark Registrations

Mark	Application Date/ Registration Date	Filing Office	Application Number/ Registration Number	Status
 THE GORDIAN GROUP SM	September 3, 1997/ January 11, 2000	United States Patent and Trademark Office	75351280/ 2,306,860	Registered
eGordian	August 7, 2001/ June 4, 2002	United States Patent and Trademark Office	76295950/ 2,576,053	Registered
	August 14, 2001/ October 1, 2002	United States Patent and Trademark Office	76300127/ 2,628,007	Registered
The Standard for Job Order Contracting	October 12, 2004/ December 6, 2005	United States Patent and Trademark Office	76615331/ 3,022,712	Registered

EZIQC	July 29, 2008/ February 10, 2009	United States Patent and Trademark Office	77533263/ 3,572,549	Registered
JOC Complete Solution	July 29, 2008/ July 29, 2009	United States Patent and Trademark Office	77533264/ 3,572,550	Registered
JOC University	June 27, 2008/ May 4, 2010	United States Patent and Trademark Office	77510100/ 3,785,489	Registered
CM Fixed	May 29, 2009/ July 13, 2010	United States Patent and Trademark Office	77746638/ 3,816,517	Registered
The Tools You Need To Get The Results You Want	May 28, 2009/ July 13, 2010	United States Patent and Trademark Office	77746650/ 3,816,518	Registered
The Gordian Group	April 27, 2010/ July 13, 2010	United States Patent and Trademark Office	77746654/ 3,816,519	Registered
	September 8, 2011/ September 20, 2011	United States Patent and Trademark Office	85125181/ 4,030,051	Registered

TRADEMARK APPLICATIONS

None.