

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
BOCK & CLARCK CORPORATION		07/17/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 Public Square, Suite 1200
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Bank Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2635482	BOCK & CLARK
Registration Number:	3978747	BOCK & CLARK NAVIGATOR
Serial Number:	85676423	B&C ZONING

CORRESPONDENCE DATA

Fax Number: 2165837087
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2165837000
 Email: ecaja@ulmer.com
 Correspondent Name: Edward F. Caja
 Address Line 1: 1660 West 2nd Street, Suite 1100
 Address Line 4: Cleveland, OHIO 44113

ATTORNEY DOCKET NUMBER:	19292-0302
NAME OF SUBMITTER:	Edward F. Caja

OP \$90.00 2635482

Signature:	/Edward F. Caja/
Date:	07/23/2012
Total Attachments: 8 source=Keybank_B_C_Corp_security_interest#page1.tif source=Keybank_B_C_Corp_security_interest#page2.tif source=Keybank_B_C_Corp_security_interest#page3.tif source=Keybank_B_C_Corp_security_interest#page4.tif source=Keybank_B_C_Corp_security_interest#page5.tif source=Keybank_B_C_Corp_security_interest#page6.tif source=Keybank_B_C_Corp_security_interest#page7.tif source=Keybank_B_C_Corp_security_interest#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

BOCK & CLARK CORPORATION, a Delaware corporation (together with its successors and assigns, "Pledgor"), is entering into that certain Credit and Security Agreement with KEYBANK NATIONAL ASSOCIATION ("Bank"), BOCK & CLARK ACQUISITION CORPORATION, a Delaware corporation, and BOCK & CLARK ENVIRONMENTAL, LLC, an Ohio limited liability company, dated as of July 17, 2012 (as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Pledgor desires that Bank grant the financial accommodations to Pledgor as described in the Credit Agreement.

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests that it obtain from Bank the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement.

WHEREAS, Pledgor understands that Bank is willing to enter into the Credit Agreement and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Bank a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Bank, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce Bank to extend credit pursuant to the Credit Agreement, to induce Bank to extend to or for the account of Pledgor such other credit as Bank may from time to time deem advisable (all upon such terms and conditions as Bank may from time to time deem advisable), and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean "Intellectual Property" as such term is defined in the Credit Agreement

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Bank that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor's knowledge the Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses (except for licenses granted in the ordinary course of business), registered user agreements other than such agreements entered in the ordinary course of business and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, commercially reasonable efforts to comply with proper statutory notice in connection with its use of the Collateral to the extent that the failure to do so would not be reasonably expected to cause a Material Adverse Effect; and

(g) this Agreement does not violate and is not in contravention of any other agreement to which Pledgor is a party or any judgment or decree to which Pledgor is a party or to which Pledgor is bound.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business or as otherwise permitted in the Credit Agreement.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof other than as expressly permitted in the Credit Agreement or otherwise in accordance with its reasonable business judgment to the extent that such use would not be reasonably expected to cause a Material Adverse Effect. Pledgor shall use commercially reasonable efforts to further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement.

(b) Pledgor expressly acknowledges that Bank shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank, in escrow, until, subject to the following provisions, the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. If any Event of Default shall occur and is not cured in accordance with the terms of the Credit Agreement, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Bank in the form attached as Exhibit A hereto and Bank shall have the right, in its discretion, to exercise the remedies available to it under the Credit Agreement which may include recording the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Bank to terminate Pledgor's use of the Collateral to the extent permitted by the terms of the Credit Agreement and applicable law.

7. Termination This agreement shall automatically terminate and Bank's security interest in the Collateral shall be automatically released upon termination of the Credit Agreement in accordance with its terms and, upon request of Pledgor, Bank shall promptly, and in any event within five (5) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to evidence the release of Bank's security interest in the Collateral, and to preserve or restore Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Payment or reimbursement of any attorneys' fees, costs and expenses incurred by Bank in connection with this Agreement shall be paid in accordance with the terms of the Credit Agreement.

9. Bank's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action.

10. Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, do so in Pledgor's name or

in Bank's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be reasonably required by Bank in order to effectuate, evidence or perfect Bank's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof pursuant to Section 5.14 of the Credit Agreement.

14. Modification for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and in accordance with the terms of this agreement and the Credit Agreement. Upon Bank's reasonable request, Pledgor shall execute any documents or instruments reasonably requested by Bank in order to modify this Agreement as provided in this Section 14, provided that any such factual modification to Schedule 1 made by Bank in accordance with the terms of this agreement and the Credit Agreement shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor

may not assign any of its rights or duties hereunder without the prior written consent of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

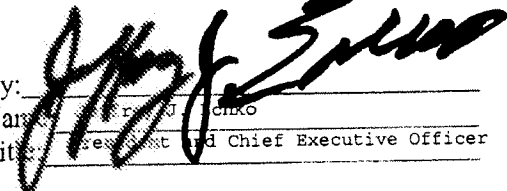
21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. JURY TRIAL WAIVER. PLEDGOR AND BANK, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF BANK TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND BANK.

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17, IN WITNESS WHEREOF, the undersigned has executed this Agreement as of July 2012.

BOCK & CLARK CORPORATION

By: 
Name: _____
Title: _____ and Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: Jay McKelvey
Title: Senior Vice President

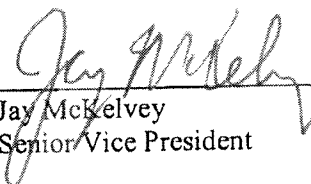
[Signature Page to IP Security Agreement]

17, 2012. IN WITNESS WHEREOF, the undersigned has executed this Agreement as of July

BOCK & CLARK CORPORATION

By: _____
Name: _____
Title: _____

KEYBANK NATIONAL ASSOCIATION

By:  _____
Name: Jay McKelvey
Title: Senior Vice President

[Signature Page to IP Security Agreement]

SCHEDULE 1

Intellectual Property

Trademark Registrations

<u>Registered Owner</u>	<u>Trademark</u>	<u>Appln. Number</u>	<u>Appln. Date</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Bock & Clark Corporation	Bock & Clark	78099168	12/19/2001	10/15/2002	2635482
Bock & Clark Corporation	Bock & Clark Navigator	77804598	8/14/2009	6/14/2011	3978747

Trademark Applications

<u>Applicant</u>	<u>Trademark</u>	<u>Appln. Number</u>	<u>Appln. Date</u>
Bock & Clark Corporation	B&C Zoning	85676423	7/13/2012

Copyrights

<u>Registered Owner</u>	<u>Copyright</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Bock & Clark Corporation	2011 Bock & Clark Handbook – “Handbook for ALTA/ACSM Land Title Surveys”	1/14/2012	TX 7-514-711
Bock & Clark Corporation	2005 Bock & Clark Handbook – “Handbook for ALTA/ACSM Land Title Surveys”	1/10/2006	TX 6-306-063
Bock & Clark Corporation	2000 Bock & Clark Handbook – “Handbook for ALTA/ACSM Land Title Surveys”	12/5/2001	TX 5-503-829

Patent Registrations and Patent Applications

None.

Intellectual Property License Agreements

None.