

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of a Security Interest--Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Garretson Firm Resolution Group, Inc. | | 12/20/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4185521 | G | |
| Registration Number: | 4185522 | GARRETSON RESOLUTION GROUP | |
| Registration Number: | 4185520 | KNOWLEDGE. EXPERIENCE. COMPLIANCE. | |
| Registration Number: | 4175685 | COMPLIANCE CONNECTION | |
| Registration Number: | 4171803 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6179518736 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 617-951-8132 | | |
| Email: | linda.salera@bingham.com | | |
| Correspondent Name: | Linda A. Salera | | |
| Address Line 1: | One Federal Street | | |
| Address Line 2: | c/o Bingham McCutchen LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |

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|---|-------------------|
| NAME OF SUBMITTER: | Linda A. Salera |
| Signature: | /Linda A. Salera/ |
| Date: | 12/20/2012 |
| Total Attachments: 3 source=GRG_Trademark Security Agreement (executed)#page1.tif source=GRG_Trademark Security Agreement (executed)#page2.tif source=GRG_Trademark Security Agreement (executed)#page3.tif | |

GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 20, 2012, by THE GARRETSON FIRM RESOLUTION GROUP, INC. ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 20, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

THE GARRETSON FIRM RESOLUTION GROUP, INC., which will change its name to The Garretson Resolution Group, Inc. following the Second Closing Date Merger referred to in the Credit Agreement



By: 

Name: Andrew M. Schoenthal

Title: Vice President, Assistant Secretary and
Treasurer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

| Mark | Owner | Jurisdiction | App./Reg. Number |
|---|---|--------------|------------------|
|  | The Garretson Firm Resolution Group, Inc. | US | 4,185,521 |
| Garretson Resolution Group | The Garretson Firm Resolution Group, Inc. | US | 4,185,522 |
| Knowledge Experience Compliance | The Garretson Firm Resolution Group, Inc. | US | 4,185,520 |
| Compliance Connection | The Garretson Firm Resolution Group, Inc. | US | 4,175,685 |
|  | The Garretson Firm Resolution Group, Inc. | US | 4,171,803 |