

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
West Monroe Partners, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Bank, N.A.		
Street Address:	10 South Dearborn Street		
Internal Address:	11th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	3625555	CRM CLEARSIGHT	
Registration Number:	4063569	WMP	
Registration Number:	3789167	WEST MONROE PARTNERS	
Registration Number:	3789166	WEST MONROE PARTNERS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$115.00 3625555

Signature:	/Carole Dobbins/
Date:	12/31/2012
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 31<sup>st</sup> day of December, 2012 by West Monroe Partners, LLC, a Delaware limited liability company ("Grantor"), in favor of JPMorgan Bank, N.A. ("Grantee"):

### WITNESSETH

WHEREAS, pursuant to the terms of a certain Pledge and Security Agreement dated as of the date hereof between Grantor and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (such term and other capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), together with all proceeds thereof, to secure the payment, performance and observance of all amounts owing by Grantor under the Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment, performance and observance in full when due (whether at stated maturity, by acceleration, upon redemption or otherwise) of all Secured Obligations, whether now existing or hereafter arising, under or pursuant to the Credit Agreement and any of the other Loan Documents, Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringements of any Trademark and (b) injury to the goodwill associated with any Trademark.

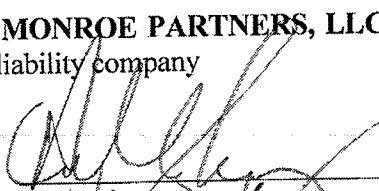
**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement in favor of the Grantee as of the date first written above.

**WEST MONROE PARTNERS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Harold King  
Chief Executive Officer

Agreed and accepted  
as of the date first written above:

**JPMORGAN BANK, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

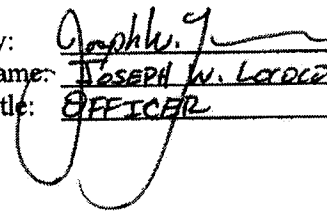
**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement in favor of the Grantee as of the date first written above.

**WEST MONROE PARTNERS, LLC**, a Delaware limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted  
as of the date first written above:

**JPMORGAN BANK, N.A.**

By:  \_\_\_\_\_  
Name: JOSEPH W. LORD \_\_\_\_\_  
Title: OFFICER \_\_\_\_\_

**SCHEDULE 1**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
CRM CLEARLIGHT	3625555	May 26, 2009	West Monroe Partners, LLC
<b>WMP</b>	4063569	November 29, 2011	West Monroe Partners, LLC
 WEST MONROE PARTNERS	3789167	May 18, 2010	West Monroe Partners, LLC
West Monroe Partners	3789166	May 18, 2010	West Monroe Partners, LLC