

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Swett & Crawford		04/16/2013	CORPORATION: CALIFORNIA
	J.H. Blades & Co. Inc.		04/16/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA				
Name:	Morgan Stanley Senior Funding, Inc., as collateral agent			
Street Address:	1300 Thames St, Thames Street Wharf, 4th Floor			
City:	Baltimore			
State/Country:	MARYLAND			
Postal Code:	21231			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 9				
	Property Type	Number	Word Mark	
	Registration Number:	3970308	GLOBALLY, EVERYTHING WE KNOW GOES INTO E	
	Registration Number:	3367738	EVERYTHING WE KNOW GOES INTO EVERYTHING	
	Registration Number:	1661936	SWETT & CRAWFORD	
	Registration Number:	1228718	JHB J. H. BLADES & CO., INC.	
	Registration Number:	1210896	JHB	
	Serial Number:	85782491	GLOBALLY RESPECTED. POWERFULLY CONNECTED	
	Serial Number:	85791405	IT'S NOT ABOUT ME..... IT'S ABOUT THEM	
	Serial Number:	85791399	COMING HOME IS JUST THE BEGINNING, IT'S	
	Serial Number:	85788571	SWETT WARRIORS EST. 2010 RESPECT COMMITM	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	212-701-3365			

OP \$240.00 3970308

Email: david.adams@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/David Adams TR/
Date:	04/18/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of April 16, 2013 (this “*Agreement*”), among SWETT & CRAWFORD a California corporation located at 3350 Riverwood Parkway, S.E., Suite 1100, Atlanta, GA 30339 and J. H. BLADES & CO., INC., a Texas corporation located at 3350 Riverwood Parkway, S.E., Suite 1100, Atlanta, GA 30339 (each a “*Grantor*” and collectively the “*Grantors*”), and MORGAN STANLEY SENIOR FUNDING, INC. (“*MSSF*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the U.S. Collateral Agreement (Second Lien) dated as of April 16, 2013 (as amended, supplemented or otherwise modified from time to time, the “*Second Lien Collateral Agreement*”), among CGSC DE, the Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement (Second Lien), dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Second Lien Credit Agreement*”), among the Borrower (as defined therein), a subsidiary of Cooper Gay Swett & Crawford Ltd., a company organized under the laws of England and Wales (the “*Company*”), the Company, the lenders from time to time party thereto and MSSF, as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Company, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement and is willing to execute and deliver the Second Lien Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Second Lien Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) the United States Trademark applications and registrations of such Grantor listed on Schedule I attached hereto, but excluding any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), whereupon such Trademark application will be deemed automatically included in the Article 9 Collateral, but solely to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 4. Second Lien Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Intercreditor. Notwithstanding anything herein to the contrary, the lien and security interest granted to MSSF, as Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by MSSF in its capacity as Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among MSSF, as First Lien Agent and Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Term. The term of this Agreement shall be co-terminus with the Second Lien Collateral Agreement as its term is set forth therein.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04 of the Second Lien Collateral Agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

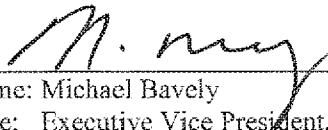
SECTION 8. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

J. H. BLADES & CO., INC.
SWETT & CRAWFORD

By:



Name: Michael Bavely
Title: Executive Vice President, CFO &
Treasurer

[Second Lien Trademark Security Agreement (US Entities)]

TRADEMARK
REEL: 005009 FRAME: 0119

Acknowledged and Agreed by:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Nehal Abdel Hakim
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

OWNER	TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Swett & Crawford	GLOBALLY RESPECTED. POWERFULLY CONNECTED.	85782491	11/19/2012		
Swett & Crawford	IT'S NOT ABOUT ME...IT'S ABOUT THEM	85791405	11/30/2012		
Swett & Crawford	COMING HOME IS JUST THE BEGINNING, IT'S OUR TIME TO SERVE	85791399	11/30/2012		
Swett & Crawford	SWETT WARRIORS EST. 2010 RESPECT COMMITMENT PATRIOTISM INTEGRITY TO HONOR TO ENABLE	85788571	11/27/2012		
Swett & Crawford	GLOBALLY, EVERYTHING WE KNOW GOES INTO EVERYTHING WE DO	85145896	10/06/2010	3970308	05/31/2011
Swett & Crawford	EVERYTHING WE KNOW GOES INTO EVERYTHING WE DO.	77036364	11/03/2006	3367738	01/15/2008
Swett & Crawford	SWETT & CRAWFORD	74093423	09/04/1990	1661936	10/22/1991
J. H. Blades & Co., Inc.	JHB J. H. BLADES & CO., INC.	73329078	09/21/1981	1228718	02/22/1983
J. H. Blades & Co., Inc.	JHB	73328937	09/21/1981	1210896	09/28/1982