

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
JPMorgan Chase Bank, N.A.		07/03/2013	National Banking Association: UNITED STATES
ReSource Pro LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, Floor 41
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3701121	START DELEGATING
Serial Number:	85720712	PROCESS SYNC
Serial Number:	85839579	PRODUCTIVITY PRO
Serial Number:	85543080	TCOP
Serial Number:	85543073	TOTAL COST OF PROCESSING

CORRESPONDENCE DATA

Fax Number: 6175743518
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-574-3518
 Email: smordas@goulstonstorrs.com
 Correspondent Name: Stacey Mordas
 Address Line 1: 400 Atlantic Avenue

OP \$140.00 3701121

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Stacey A. Mordas

Signature:

/s/ Stacey A. Mordas

Date:

07/03/2013

Total Attachments: 5

source=JPM-DP - Trademark Security Agreement (7 3 13)#page1.tif

source=JPM-DP - Trademark Security Agreement (7 3 13)#page2.tif

source=JPM-DP - Trademark Security Agreement (7 3 13)#page3.tif

source=JPM-DP - Trademark Security Agreement (7 3 13)#page4.tif

source=JPM-DP - Trademark Security Agreement (7 3 13)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 3, 2013, is made by ReSource Pro LLC, a Delaware limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

W I T N E S S E T H:

Pursuant to that certain Credit Agreement dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Distinguished Programs Group LLC (the "Borrower"), the Grantor and other guarantors party thereto, and the Secured Party, the Secured Party has agreed to extend credit and make certain financial accommodations to the Borrower;

In order to induce the Secured Party to enter into and extend credit to the Borrower under the Credit Agreement, Grantor is entering into that certain Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and

remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

IN WITNESS WHEREOF, 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.

GRANTOR:

RESOURCE PRO LLC

By: The Distinguished Programs Group LLC, its
Managing Member

By: Distinguished Programs Holdings LLC,
its Managing Member

By: Distinguished Programs Ownership
LLC, its Managing Member

By: Potash Operating LP, its Managing
Member

By: Potash Operating GP Corp., its
General Partner

By: 

Name: Andrew Potash

Title: Chairman

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Raymond Darcy
Title: Authorized Officer

f

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005063 FRAME: 0972

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
START DELEGATING	ReSource Pro LLC	3,701,121	October 27, 2009	Registered

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
PROCESS SYNC	ReSource Pro LLC	85/720,712	September 5, 2012	Pending
PRODUCTIVITY PRO	ReSource Pro LLC	85/839,579	February 4, 2013	Pending
TCOP	ReSource Pro LLC	85/543080	February 15, 2012	Pending
TOTAL COST OF PROCESSING	ReSource Pro LLC	85/543,073	February 15, 2012	Pending