

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|----------------------|
| Lucas Associates, Inc. | | 09/30/2013 | CORPORATION: GEORGIA |

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Fifth Third Bank |
| Street Address: | 38 Fountain Square |
| Internal Address: | MD 10908F -- Attn: Brooke A. Balcom, Vice President |
| City: | Cincinnati |
| State/Country: | OHIO |
| Postal Code: | 45263 |
| Entity Type: | Banking Corporation: OHIO |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4020649 | TODAY TALENT. TOMORROW'S SUCCESS. |
| Registration Number: | 3185225 | LUCAS GROUP |
| Registration Number: | 4379368 | LUCAS GROUP TODAY'S TALENT. TOMORROW'S S |
| Registration Number: | 4379354 | LUCAS GROUP TODAY'S TALENT. TOMORROW'S S |

CORRESPONDENCE DATA

Fax Number: 2025339099
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-467-8909
 Email: behogue@vorys.com
 Correspondent Name: Vorys, Sater, Seymour and Pease LLP
 Address Line 1: P.O. Box 2255 -- IPLAW@VORYS
 Address Line 2: Attn: Christopher M. Ott
 Address Line 4: Columbus, OHIO 43216

| | | |
|-------------------------|------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 5252-1006/0769/4020649 | TRADEMARK |
|-------------------------|------------------------|------------------|

CH \$115.00 4020649

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|---|---------------------|
| NAME OF SUBMITTER: | Christopher M. Ott |
| Signature: | /christopher m ott/ |
| Date: | 10/07/2013 |
| Total Attachments: 12 source=Lucas Trademark Security Agreement#page1.tif source=Lucas Trademark Security Agreement#page2.tif source=Lucas Trademark Security Agreement#page3.tif source=Lucas Trademark Security Agreement#page4.tif source=Lucas Trademark Security Agreement#page5.tif source=Lucas Trademark Security Agreement#page6.tif source=Lucas Trademark Security Agreement#page7.tif source=Lucas Trademark Security Agreement#page8.tif source=Lucas Trademark Security Agreement#page9.tif source=Lucas Trademark Security Agreement#page10.tif source=Lucas Trademark Security Agreement#page11.tif source=Lucas Trademark Security Agreement#page12.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of the Effective Time of the Merger (the “Effective Date”), is entered into by and between **LUCAS ASSOCIATES, INC.**, a Georgia corporation (“Debtor”), whose principal place of business and mailing address is One Atlanta Plaza, 950 East Paces Ferry Road, Atlanta, Georgia 30326, and **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below) (“Agent”). Debtor hereby grants to Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, all of the Trademark Collateral, as defined in Section 2 of this Agreement. Debtor and Agent hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment in cash and performance of all of the Obligations, as that term is defined in the Credit Agreement dated of even date herewith among: (a) LAI Holdings II, Inc., a Delaware corporation, successor by merger to OLG FINANCE, LLC, a Delaware limited liability company; (b) the other Borrowers from time to time party thereto after giving effect to the Acquisition and the Merger, including Debtor; and (c) Agent, the LC Issuer (as defined therein) and the Lenders (as defined therein) from time to time party thereto (as the same may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Credit Agreement”) and all of the obligations and liabilities of Debtor hereunder and under any other Loan Documents to which Debtor is a party (collectively, the “Secured Obligations”).

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the “Trademark Collateral”) comprises collectively: (a) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications (as defined below)), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each a “Trademark”, and, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all of Debtor’s rights corresponding to each of the Trademarks throughout the world; (f) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; and (g) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any Trademark, or any application to register any trademark or service mark, in each case based on any intent to use filed by, or on behalf of, Debtor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

4. LICENSES:

Except for licenses (a) attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor and (b) to any other Loan Party, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent so long as no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion).

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to make, and to continue to make, Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to each Secured Creditor that the following statements are as of the Effective Date and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made, or is deemed to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral, free and clear of any Lien (other than Permitted Liens or any license permitted by this Agreement or set forth in Schedule I); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth on Schedule I is a complete and accurate list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office owned by Debtor;

(c) Except as otherwise set forth on Schedule I, (i) each registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, (ii) to Debtor's knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid, registered or registerable and enforceable, has been duly filed with the United States Patent and Trademark Office or other authority, and (iii) Debtor has received no written notice of any infringement, misappropriation, or other violation of Debtor's right in any of the Trademark Collateral. There have been no prior uses of any item of the Trademark Collateral, to Debtor's knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including, to Debtor's knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered Trademark; and

(f) With respect to any Trademark registered with the United States Patent and Trademark Office, except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be

required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Agent of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement in accordance with Section 9(j):

(a) Debtor will furnish to Agent upon Agent's request a current list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office, and all other information in connection with the Trademark Collateral as Agent may request in its Permitted Discretion, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Agent shall require in its Permitted Discretion for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademarks registered with (or applications pending with) the United States Patent and Trademark Office that are not now identified in Schedule I, (i) Debtor will give prompt written notice to Agent of any such Trademarks, (ii) the provisions of Section 2 shall automatically apply to such Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark Licenses and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Agent, Debtor authorizes Agent to modify this Agreement solely to amend Schedule I, which schedule will be thereby automatically amended to include any Trademarks which shall become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications, applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon (i) any registration of or any item of Trademark Collateral, (ii) any right to file an application for Trademark registration, or any pending application, registration, or Trademark or (iii) any pending application, registration or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's Business;

(d) Where one of the following could reasonably be expected to have a Material Adverse Effect, Debtor will notify Agent promptly in writing (i) of any information which Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of the Secured Creditors with respect thereto or (ii) when Debtor has knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated or (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral;

(e) If Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"), Debtor will promptly notify Agent and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other

commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) except as otherwise expressly permitted by Section 4, sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens and as may otherwise be disclosed in Schedule I; or (iii) except as expressly permitted by Section 6(c), take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or the Secured Creditors in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all expenses and reasonable attorneys' fees and expenses incurred by Agent in the exercise (including enforcement) of its rights or remedies under this Agreement or applicable law; and Debtor agrees that said fees and expenses shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby (a) makes, constitutes and appoints Agent (with full power of substitution) its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (ii) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee), or (3) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral, and (b) specifically authorizes Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. DEFAULT:

(a) After the occurrence and during the continuance of an Event of Default:

(i) Agent may, at Agent's option, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (A) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (B)

licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark Licenses to the extent permitted by applicable agreements, to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Trademark Collateral); and (C) selling the Trademark Collateral at public or private sale, and Debtor, or whomsoever shall be lawfully entitled, will, after the Payment in Full of the Obligations, be credited with the net proceeds of such sale only when they are actually received by Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition;

(ii) Debtor will, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Agent; and

(iii) Agent may, at Agent's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the Business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Agent or any other Secured Creditor to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Agent shall inure to the benefit of the Secured Creditors and their successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this

Agreement. Without limiting the generality of the foregoing, the Trademark Collateral will be "Collateral" for all purposes of the Security Agreement dated as of the date of this Agreement between Debtor and Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "General Security Agreement"). The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent's Lien on, the "Collateral" as defined in the General Security Agreement or any of the Secured Creditors' rights or remedies respecting the "Collateral." This Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the General Security Agreement or any other Loan Documents, which security interests and other Liens Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles that would result in the application of the laws of a State other than the State of Ohio).

(d) If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) to record or perfect Agent's interest in the Trademark Collateral. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment with respect to any Trademark Collateral, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Trademark Collateral.

(f) No Secured Creditor shall have any duty of care with respect to the Trademark Collateral except that a Secured Creditor shall exercise reasonable care with respect to the Trademark Collateral in such Secured Creditor's custody. Each Secured Creditor shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which such Secured Creditor accords its own property or (ii) such Secured Creditor takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. No Secured Creditor will be deemed to have, and nothing in this subparagraph (f) may be construed to deem that any Secured Creditor has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) such Secured Creditor failed to comply with any request of Debtor or (B) such Secured

Creditor failed to take steps to preserve rights against any Persons in such property. Debtor agrees that no Secured Creditor has any obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof to the extent such are not prohibited by the terms of any Loan Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the General Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) EACH SECURED CREDITOR AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Agent’s Permitted Discretion, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Agent’s Permitted Discretion, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(j) This Agreement will automatically terminate (“Termination”) on the Payment in Full of the Obligations. Upon such Termination, the Lien on the Trademark Collateral granted hereunder shall automatically be released without further action of Agent, and Agent will, promptly upon Debtor’s request and at Debtor’s expense, execute and deliver to Debtor a release of the Lien granted to Agent hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Agent and deliver UCC termination statements or the like with respect to the Lien granted to Agent hereunder on the Trademark Collateral.

(k) As between Agent and the other Secured Creditors: (i) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement, the Credit Agreement and the other Loan Documents, as applicable, and (ii) by accepting the benefits of this Agreement, each Lender and the LC Issuer acknowledges and agrees that (A) the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement, the Credit Agreement, and the other Loan Documents, as applicable, and (B) this Agreement may be enforced only by the action of Agent and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement, the Credit Agreement, and the other Loan Documents, as applicable. As between Debtor and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as an instrument under seal as of the Effective Date.

LUCAS ASSOCIATES, INC.

By: Andrea Jennings (seal)
Andrea Jennings, President

FIFTH THIRD BANK, as Agent

By: _____
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005126 FRAME: 0677

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as an instrument under seal as of the Effective Date.

LUCAS ASSOCIATES, INC.

By: _____ (seal)
Andrea Jennings, President

FIFTH THIRD BANK, as Agent

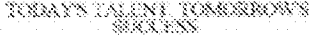

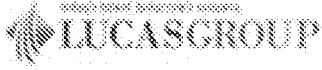

By:  _____
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005126 FRAME: 0678

SCHEDULE I

TRADEMARKS AND LICENSES

| Mark/Name/SN/RN | Owner | Status |
|---|------------------------|------------------------|
| TODAY TALENT. TOMORROW'S SUCCESS.  SN:85-170853 RN:4,020,649 | Lucas Associates, Inc. | Registered |
| LUCAS GROUP  SN:76-620872 RN:3,185,225 | Lucas Associates, Inc. | Registered |
| LUCAS GROUP TODAY'S TALENT. TOMORROW'S SUCCESS. And Design  SN:85-793312 RN:4,379,368 | Lucas Associates, Inc. | Registered |
| LUCAS GROUP TODAY'S TALENT. TOMORROW'S SUCCESS. And Design  SN:85-793112 RN:4,379,354 | Lucas Associates, Inc. | Registered |
| Lucas Group (& Design) RN: 4115994 | Lucas Associates, Inc. | Registered – EU |
| Lucas Group RN: 4122263 | Lucas Associates, Inc. | Registered – EU |
| Lucas Group RN: 301207953 | Lucas Associates, Inc. | Registered – Hong Kong |
| Lucas Group RN: 5283224 | Lucas Associates, Inc. | Registered – Japan |

| Mark/Name/SN/RN | Owner | Status |
|------------------------------|------------------------|------------------------|
| Lucas Group RN: T0813341A | Lucas Associates, Inc. | Registered - Singapore |

Trademark Licenses

None.