

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dean Evans and Associates, Inc.		04/11/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	4445 Willard Ave., 6th Fl		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2527456	EMS	
Registration Number:	3145363	EMS	
Registration Number:	3884353	EMS REGICS	
Serial Number:	85842830	EMS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7046.022		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	04/14/2014		
Total Attachments: 5			

OP \$115.00 2527456

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 11th day of April, 2014, by DEAN EVANS AND ASSOCIATES, INC., a Colorado corporation ("**Grantor**"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Lenders and the other Secured Parties under the Credit Agreement (defined below) (herein, "**Grantee**");

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of April 11, 2014 (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Security Agreement dated as of April 11, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, 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 (other than Trademarks that constitute Excluded Property (as such term is defined in the Collateral Agreement)), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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 Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same Agreement and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf" file) shall be effective as delivery of a manually executed counterpart of this Agreement.

4. Termination. Upon the Termination Date or release of a Grantee, Agent shall, upon request and at the expense of such Grantee, execute, acknowledge and deliver to such Grantee an instrument in writing in recordable form releasing the security interest in the Trademark Collateral of such Grantee under this Agreement.

[Signature pages follow]

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

DEAN EVANS AND ASSOCIATES, INC., a
Colorado corporation

By: WBSJL
Name: Brian Hersman
Title: President

Agreed and Accepted
As of the Date First Written Above

CAPITAL ONE, NATIONAL ASSOCIATION, a
national banking association, as Grantee

By: _____
Name: _____
Title: _____


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

DEAN EVANS AND ASSOCIATES, INC., a
Colorado corporation

By: _____
Name: Brian Hersman
Title: President


Agreed and Accepted
As of the Date First Written Above

CAPITAL ONE, NATIONAL ASSOCIATION, a
national banking association, as Grantee


By:  _____
Name: Morton
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
EMS	Reg. No. 2527456	January 8, 2002
EMS (and clock design) 	Reg. No. 3145363	September 19, 2006
EMS REGICS	Reg. No. 3884353	November 30, 2010

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
EMS (and design) 	App. No. 85842830	February 6, 2013