

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307392

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Patent, Trademark and Copyright Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cadence Capital Management LLC		06/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
CCM Holding LLC		06/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
Cadence Integrity Partners, LLC		06/11/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First National Bank of Pennsylvania		
<b>Street Address:</b>	12 Federal Street		
<b>Internal Address:</b>	One North Shore Center - Suite 500		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15212		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4352738	CADENCE CAPITAL MANAGEMENT	
<b>Registration Number:</b>	4352739	CADENCE	
<b>Registration Number:</b>	4352740	C CADENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0039812-000032		

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	06/12/2014
<b>Total Attachments: 10</b> source=First National Bank-Cadence Capital Security Agreement#page1.tif source=First National Bank-Cadence Capital Security Agreement#page2.tif source=First National Bank-Cadence Capital Security Agreement#page3.tif source=First National Bank-Cadence Capital Security Agreement#page4.tif source=First National Bank-Cadence Capital Security Agreement#page5.tif source=First National Bank-Cadence Capital Security Agreement#page6.tif source=First National Bank-Cadence Capital Security Agreement#page7.tif source=First National Bank-Cadence Capital Security Agreement#page8.tif source=First National Bank-Cadence Capital Security Agreement#page9.tif source=First National Bank-Cadence Capital Security Agreement#page10.tif	

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 15, 2010 is entered into by and among CADENCE CAPITAL MANAGEMENT LLC, a Delaware limited liability company, and CCM HOLDING LLC, a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), CADENCE INTEGRITY PARTNERS, LLC, a Massachusetts limited liability company, as a guarantor, and the other GUARANTORS (AS DEFINED BELOW) FROM TIME TO TIME PARTY HERETO, and FIRST NATIONAL BANK OF PENNSYLVANIA, as the lender (the "Lender"). The Borrowers and the Guarantors, together with each Person (as defined below) that hereafter becomes a party hereto as a pledgor as provided in the Credit Agreement (as defined below) is hereinafter referred to separately as a "Pledgor" and collectively as the "Pledgors".

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrowers, each of the Guarantors from time to time party thereto (the "Guarantors") and the Lender, the Lender has agreed to provide certain loans and other extensions of credit to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(a) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(b) "Paid-in-Full" shall mean the payment in full in cash (or other consideration acceptable to the Lender) of all the Debt (other than Unasserted Contingent Obligations) and the termination of commitments to extend credit that would constitute Debt.

(c) "Debt" shall mean and include all now existing and hereafter arising Obligations (and including Obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrowers, any Pledgor or any other Person or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such Obligations is not enforceable or allowable in such proceeding).

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants a security interest to the Lender in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons, other than liens granted in favor of the Lender;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as the case may be, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for such Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing ten (10) days prior written notice to the Lender;

(h) such Pledgor will not change its name without providing ten (10) days prior written notice to the Lender;

(i) such Pledgor shall permit the Lender, its officers, employees and agents on reasonable prior notice prior to the existence of an Event of Default, at reasonable times during normal business hours, to inspect all books and records related to the Patents, Trademarks and Copyrights; and

(j) such Pledgor shall preserve its corporate, limited liability company or partnership existence, as the case may be, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full (excluding any Unasserted Contingent Obligations), such Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld, except such Pledgor may, in the ordinary course of business without the Lender's consent, license technology to suppliers and customers and trademarks to distributors, sales representatives and others, in any such case, to facilitate the use of such Pledgor's products.

5. If, before the Debt shall have been Paid-in-Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Lender prompt notice thereof in writing. Each Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law, regulation, order or decree and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to each Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all reasonable and documented out-of-pocket expenses (including fees and expenses for brokers and outside attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, regulation, order or decree, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. Each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Lender agrees that it shall not take any actions under this power of attorney until after the occurrence and during the continuation of an Event of Default.

8. At such time as the Debt shall have been Paid-in-Full, this Agreement shall terminate and the Lender shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be reasonably necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. Any and all reasonable and documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable and documented outside attorney's fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors, jointly and severally, promptly upon demand by the Lender, and if not paid promptly, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Debt shall have been Paid-in-Full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and Patents of the Patents, including without limitation the payment of all maintenance fees, in each case, to the extent that such Pledgor determines in its good faith business judgment that such patent applications, unpatented inventions, and Patents, Trademarks and Copyrights are material in the normal and ordinary course of its business operations. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright that such Pledgor, in its good faith business judgment, determines is material in the normal and ordinary course of its business operations without the consent of the Lender, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, upon the prior written notice to the Lender (except that the failure to provide such notice shall not constitute an Event of Default), to bring

suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, and reasonable and documented out-of-pocket costs and expenses, including reasonable and documented outside legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, regulation, order or decree, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

18. Each Pledgor hereby agrees that any action or proceeding arising out of or relating to this Agreement may be commenced in the Court of Common Pleas of Allegheny County, Pennsylvania, or in the District Court of the United States for the Western District of Pennsylvania, and each Pledgor agrees that a summons and complaint commencing an action or proceeding in either of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to such Pledgor at its respective address set forth in Section 10.3 in the Credit Agreement, or as otherwise provided under the laws of the Commonwealth of Pennsylvania. Further, each Pledgor hereby specifically consents to the non-exclusive personal jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, or in the District Court of the United States for the Western District of

Pennsylvania, and waives and hereby acknowledge that each Pledgor is estopped from raising any claim that any such court lacks personal jurisdiction over such Pledgor so as to prohibit either such court from adjudicating any issues raised in a complaint filed with any such court against the Pledgor concerning this Agreement.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND THE LENDER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.3 (Notices) of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (a) to inspect the books and records related to the Patents, Trademarks and Copyrights as provided hereunder and thereunder, (b) to receive the various notifications such Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (d) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Lender its attorney-in-fact, and (e) to enforce the Lender's remedies hereunder and such Pledgor's duties and obligations in connection therewith, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

23. Upon the execution and delivery by any other Person of a Guarantor Joinder, such Person shall become a "Pledgor" hereunder with the same force and effect as if it were originally a party to this Agreement and named as a "Pledgor" hereunder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Pledgor hereunder, and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

24. The rules of construction set forth in Section 1.3 (Construction) of the Credit Agreement shall apply to this Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CADENCE CAPITAL MANAGEMENT LLC

By: Michael J. Skillman (SEAL)  
Name: Michael J. Skillman  
Title: Chief Executive Officer of its manager

CCM HOLDING LLC

By: Michael J. Skillman (SEAL)  
Name: Michael J. Skillman  
Title: Chief Executive Officer

CADENCE INTEGRITY PARTNERS LLC

By: Michael J. Skillman (SEAL)  
Name: Michael J. Skillman  
Title: Chief Executive Officer of the Manager of its Member

[Signature Page to Patent, Trademark and Copyright Security Agreement]

[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

FIRST NATIONAL BANK OF PENNSYLVANIA

By: Brian R. Dobis  
Name: Brian R. Dobis  
Title: Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**


**LIST OF REGISTERED PATENTS, TRADEMARKS AND COPYRIGHTS**

1. Registered Patents and Patent Applications:

None.

2. Registered Trademarks and Trademark Applications:

*All Trademarks Held by Cadence Capital Management LLC*

Mark	Applicant	U.S. Serial No.	Filing Date
CADENCE CAPITAL MANAGEMENT	Cadence Capital Management LLC	85/047,262	05/25/2010
CADENCE	Cadence Capital Management LLC	85/047,309	05/25/2010
	Cadence Capital Management LLC	85/047,332	05/25/2010

3. Copyrights:

None.

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None.