

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuCharme, McMillen & Associates, Inc.		05/28/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank , N.A.		
Street Address:	135 North Pennsylvania Street, Suite 900		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77559317	TAXAUTOMATION	
Serial Number:	77559315	TAXAUTOMATION	
Serial Number:	75648184	DMA	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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>			
Phone:	3177133500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	John R. Humphrey		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	Taft, Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	F29503-GN001		
NAME OF SUBMITTER:	John R. Humphrey		
SIGNATURE:	/jrh/		
DATE SIGNED:	06/25/2014		
Total Attachments: 15 source=sa#page1.tif			

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FIRST AMENDED AND RESTATED SECURITY AGREEMENT

This FIRST AMENDED AND RESTATED SECURITY AGREEMENT dated as of May 28, 2014 (this "Agreement"), is executed by and among DMA HOLDINGS, INC., an Indiana corporation ("Holdings"), whose address is 6610 Mutual Drive, Fort Wayne, Indiana 46825, DUCCHARME, MCMILLEN & ASSOCIATES, INC., an Indiana corporation ("DMA"), whose address is 6610 Mutual Drive, Fort Wayne, Indiana 46825, and DUCCHARME, MCMILLEN & ASSOCIATES CANADA, LTD., a Canadian corporation ("DMA Canada," and together with Holdings and DMA, the "Pledgor"), whose address is 7405 E. Danbro Crescent, Suite 200, Mississauga, Ontario L5N 6P8, and BMO HARRIS BANK, N.A., a national banking association (the "Bank"), whose address is 135 North Pennsylvania Street, Suite 900, Indianapolis, Indiana 46204.

PRELIMINARY STATEMENTS

A. The Pledgor and the Bank's predecessor by merger M&I Marshall & Ilsley Bank, a Wisconsin state bank ("M&I"), entered into a certain Loan Agreement dated as of June 21, 2010. In connection with the lending under that agreement, the Pledgor and M&I entered into a Security Agreement of even date (the "Original Security Agreement").

B. The Pledgor has requested that the Bank provide additional revolving credit and a term loan facility of Eight Million Five Hundred Thousand and no/100 Dollars (\$8,500,000.00) to be utilized by the Pledgor to finance the targeted redemption of ESOP shares currently held by former employees, capital expenditures, to finance working capital, and for general corporate purposes.

C. The Bank is willing to accommodate the Pledgor's requests on the terms and conditions of a First Amended and Restated Loan Agreement of even date herewith (such Loan Agreement, as amended prior to and on the date hereof, hereby and as the same may be further amended, being referred to herein as the "Loan Agreement"). All capitalized terms used in this Agreement that are not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement.

D. The Bank and the Pledgor are executing this Agreement in conjunction with the Loan Agreement and desire to amend and restate the Original Security Agreement with this Agreement.

In consideration of the mutual agreements hereinafter set forth, the Pledgor and the Bank hereby agree as follows:

1. THE SECURITY. The Pledgor hereby assigns and grants to the Bank a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, unbilled receivables, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles, intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the

Bank under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All goods, machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor.

(d) All of the Pledgor's deposit accounts with the Bank, excepting any Dedicated Accounts. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto. "Dedicated Accounts" shall mean any deposit accounts, securities accounts or other property in the name of Pledgor which exclusively consist of funds deposited by Pledgor's clients (and earnings thereon) to be used by Pledgor to pay tax obligations on behalf of such clients.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type, excepting any Dedicated Accounts. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, industrial designs, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and non-negotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Bank or any affiliates of the Bank. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank or Bank's affiliates, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor's chief executive office is located in the state specified on the signature page hereof. In addition, the Pledgor is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Bank at least thirty (30) days' notice before changing its chief executive office or state of incorporation or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgor will promptly notify the Bank in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent,

storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral outside of the ordinary course of business except with the prior written consent of the Bank.

(j) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Bank, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on the Exhibit. The

Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral.

(m) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Bank's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Bank the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral, provided Bank shall not take such action unless the Pledgor is in default, except to the extent necessary to perfect Bank's security interest in the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any "Event of Default" as defined in the Loan Agreement or any default occurs under any other agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, and such breach is not cured within thirty (30) days after Pledgor obtains knowledge of same.

(c) The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in the Collateral.

(d) Any involuntary lien of any kind or character attached to any Collateral, except for liens for taxes not yet due and any liens permitted under the terms of the Loan Agreement, and such lien is not released or terminated within sixty (60) days after Pledgor obtains knowledge of same.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Bank at law or in equity.

7. **CONSENT TO JURISDICTION.** To induce the Bank to accept this Agreement, the Pledgor hereby consents to the jurisdiction of any state or federal court located within Marion county, Indiana. All service of process may be made by messenger, certified mail, return receipt requested or by registered mail directed to the Pledgor at the address indicated aside its signature to this Agreement, and the Pledgor otherwise waives personal service of any and all process made upon the Pledgor. The Pledgor waives any objection which the Pledgor may have to any proceeding commenced in a federal or state court located within Marion County, Indiana, based upon improper venue or forum non conveniens. Nothing contained in this section shall affect the right of the Bank to serve legal process in any other manner permitted by law or to bring any action or proceeding against the Pledgor or its property in the courts of any other jurisdiction.

8. **WAIVER OF JURY TRIAL/WAIVER OF CONSEQUENTIAL DAMAGES.**
THE PLEDGOR AND THE BANK EACH WAIVES ANY RIGHT TO A TRIAL BY

JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE PLEDGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE BANK OR ANY OTHER PERSON INDEMNIFIED UNDER THIS AGREEMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

9. **WAIVER OF VALUATION AND APPRAISEMENT LAWS.** The Pledgor hereby waives relief from any and all valuation and appraisal laws.

10. **JUDGMENT CURRENCY**

(a) If, for the purpose of obtaining or enforcing judgment against the Pledgor in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 10 referred to as the "Judgment Currency") an amount due under this Agreement in any currency (the "Obligation Currency") other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of the Province of Ontario or in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 10 being hereinafter referred to as the "Judgment Conversion Date").

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 10(a) above, there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the Pledgor shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from the Pledgor under this Section shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term "rate of exchange" in this Section 10 means the rate of exchange at which the Bank, on the relevant date at or about 1:00 p.m. (New York time), would be prepared to sell, in accordance with its normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

11. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. To the extent that the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein or in the Loan Agreement are used as set forth in the UCC, the PPSA and/or the STA, as applicable. In this Agreement, "STA" means the *Securities Transfer Act, 2006* (Ontario), including the regulations thereto, provided that, to the extent that perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on Collateral that is Investment Property is governed by the laws in effect in any province or territory of Canada other than Ontario in which there is in force legislation substantially the same as the *Securities Transfer Act, 2006* (Ontario) (an "Other STA Province"), then "STA" shall mean such other legislation as in effect from time to time in such Other STA Province for purposes of the provisions hereof referring to or incorporating by reference provisions of the STA; and to the extent that such perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Collateral is governed by the laws of a jurisdiction other than Ontario or an Other STA Province, then references herein to the STA shall be disregarded.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof,

together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

(k) If a conflict or inconsistency exists in or between a provision of this Agreement and a provision of the Loan Agreement or any part thereof, the provision of the Loan Agreement shall prevail.

(l) The Pledgor and the Bank hereby acknowledge that (a) value has been given; (b) the Pledgor has rights in the Collateral in which it has granted a security interest; and (c) this Agreement constitutes a security agreement as that term is defined in the PPSA.

(m) The security interest created hereby is intended to attach, in respect of Collateral in which the Pledgor has rights at the time this Agreement is signed by the Pledgor and delivered to the Bank, at the time this Agreement is signed by the Pledgor and delivered to the Bank and, in respect of Collateral in which the Pledgor subsequently acquires rights, at the time the Pledgor subsequently acquires such rights.

11. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY

PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

Dated: May 28, 2014

BMO HARRIS BANK, N.A.,
a national banking association

By: Betsy Phillips

Printed: Betsy Phillips

Title: Vice President

Address for Notices:
135 N. Pennsylvania Street, Suite 900
Indianapolis, IN 46204

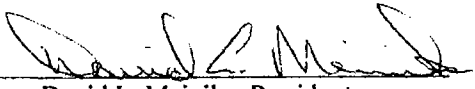
DMA HOLDINGS, INC.

By: David L. Meinika
David L. Meinika, President
and Chief Executive Officer

Pledgor's Location:
6610 Mutual Drive
Fort Wayne, Indiana 46825

Pledgor's state of incorporation
or organization: Indiana

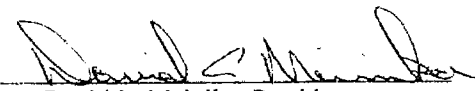
DUCHARME, MCMILLEN & ASSOCIATES,
INC.

By: 
David L. Meinika, President
and Chief Executive Officer

Pledgor's Location:
6610 Mutual Drive
Fort Wayne, Indiana 46825

Pledgor's state of incorporation
or organization: Indiana

DUCHARME, MCMILLEN & ASSOCIATES
CANADA, LTD.

By: 
David L. Meinika, President
and Chief Executive Officer

Pledgor's Location:
7405 E. Danbro Crescent, Suite 200
Mississauga, Ontario L5N 6P8

Pledgor's jurisdiction of incorporation
or organization: Canada

STATE OF INDIANA)
) SS:
COUNTY OF Allen)

Before me, a Notary Public in and for said County and State, personally appeared David L. Meinika, by me known to be the President and Chief Executive Officer of DMA Holdings, Inc., who acknowledged the execution of the foregoing First Amended and Restated Security Agreement for and on behalf of said corporation, and who, being first duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 28 day of May, 2014.

Brandie L Minier
Notary Public

Printed: BRANDIE L. MINIER

My Commission Expires: 10-9-19

My County of Residence: Steuben

STATE OF INDIANA)
) SS:
COUNTY OF Allen)

Before me, a Notary Public in and for said County and State, personally appeared David L. Meinika, by me known to be the President and Chief Executive Officer of DuCharme, McMillen & Associates, Inc. who acknowledged the execution of the foregoing First Amended and Restated Security Agreement for and on behalf of said corporation, and who, being first duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 28 day of May, 2014.

Brandie L Minier
Notary Public

Printed: BRANDIE L. MINIER

My Commission Expires: 10-9-19

My County of Residence: Steuben

STATE OF INDIANA)
) SS:
COUNTY OF Allen)

Before me, a Notary Public in and for said County and State, personally appeared David L. Meinika, by me known to be the President and Chief Executive Officer of DuCharme, McMillen & Associates Canada, Ltd., Inc. who acknowledged the execution of the foregoing First Amended and Restated Security Agreement for and on behalf of said corporation, and who, being first duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 28 day of May, 2014.

Brenda L. Minier
Notary Public

Printed: BRENDA L. MINIER

My Commission Expires: 10-9-19

My County of Residence: Stauben

Exhibit A

Intellectual Property

Trademarks

Country	Mark	Serial No.
Canada	DMA & Design	TMA431508
Canada	DMA Stylized	TMA431509
Canada	DMA & Design	TMA547760
United States	TaxAutomation	77559317
United States	TaxAutomation & Design	77559315
United States	DMA & Design	75648184

Copyrights

Country	Mark	Serial No.
United States	Comparable Sales Database System	TXu000732659/1996-04-04
United States	DMAX database	TXu000743524/1996-04-04
United States	Property Tax Question Set	TX0006879567/2008-08-29
United States	Sales comparable database data dump.	TXu000737656/1996-04-04
United States	State and Local Income Question Set.	TX0006865688/2008-08-20
United States	State income tax automated spreadsheet analysis system.	TXu000732658/1996-04-04
United States	Transactional Tax Benchmark Results Presentation.	TX0007091144/2009-06-17

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