TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM310743

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David M. Lewis Company, LLC		07/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3432068	DL C
Registration Number:	3441471	DLC
Registration Number:	3779550	CQ CONSULTANT QUOTIENT

CORRESPONDENCE DATA

Fax Number: 9198216800

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.

Phone: 919-821-1220

Email: gcollins@smithlaw.com

Correspondent Name: Grace S. Collins

Address Line 1: 150 Fayetteville Street, Suite 2300 Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER:	11874.156		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	07/15/2014		

Total Attachments: 5

source=DLC - Trademark Security Agreement - Executed#page1.tif source=DLC - Trademark Security Agreement - Executed#page2.tif

> **TRADEMARK** REEL: 005323 FRAME: 0063

900295171

source=DLC - Trademark Security Agreement - Executed#page3.tif
source=DLC - Trademark Security Agreement - Executed#page4.tif
source=DLC - Trademark Security Agreement - Executed#page5.tif

TRADEMARK REEL: 005323 FRAME: 0064

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of July, 2014 by David M. Lewis Company, LLC, a Delaware limited liability company ("Grantor"), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to 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 of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith 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 (as 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 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. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. 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 or, if not defined therein, in the Credit Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the 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 Trademark; and

TRADEMARK REEL: 005323 FRAME: 0065 (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 Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature pages follow]

-2-

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

DAVID M. LEWIS COMPANY, LLC

Title: Chief Financial Officer

By:	Der	R	ma
Name:	James Little		

Trademark Security Agreement

Agreed and Accepted As of the Date First Written Above

TRIANGLE CAPITAL CORPORATION, as Agent

By: A Street Name John A. Bitsas

Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Serial No.	Application Date	Registration No.	Registration Date
DL C	77061872	12/11/06	3432068	5/20/08
DLC	77061869	12/11/06	3441471	6/3/08
CQ CONSULTANT QUOTIENT	78706516	9/2/05	3779550	4/20/10

TRADEMARK APPLICATIONS

None.

-2-

RECORDED: 07/15/2014

TRADEMARK REEL: 005323 FRAME: 0069