

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBM Consulting Group, Inc.		12/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86135408	TBM SMARTSOURCE	
Serial Number:	85546176	LEANSIGMA	
Serial Number:	77668681	DPLOY SOLUTIONS	
Serial Number:	77063695	TBM	
Serial Number:	76170418	THE PERFECT ENGINE	
Serial Number:	75580959	LEANSIGMA	
Serial Number:	74250847	TBM CONSULTING GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122014000		
Email:	kristina.bunker@goldbergkohn.com		
Correspondent Name:	Goldberg Kohn Ltd. c/o Kristina Bunker		
Address Line 1:	55 East Monroe Street Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6660.023		
NAME OF SUBMITTER:	Kristina Bunker		
SIGNATURE:	/kab/		

OP \$190.00 86135408

DATE SIGNED:	01/06/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of December, 2014, by TBM CONSULTING GROUP, INC., a Delaware corporation ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Lender and Issuer ("Grantee").

WITNESSETH

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of September 12, 2011, by and between Grantor and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Grantee has agreed to make Loans and to issue Letters of Credit for the benefit of Grantor; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a continuing 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 or arising: all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications, design rights, tradenames, assumed names, trade secrets and licenses owned or utilized by Grantor, which are in registered form or for which registrations are pending (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Credit 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 or acquired:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto and made a part hereof, together with any reissues, continuations, extensions, or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

a) except as otherwise disclosed in the Credit Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens, each Trademark;

b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

c) Grantor has the power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license (except in the ordinary course) under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement, except that Grantor may abandon immaterial Trademarks that no longer have value or use in Grantor's business in Grantor's reasonable business judgment.

5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, (ii) obtain rights to any new trademark inventions or Trademarks or (iii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter, (ii) make application on trademark inventions, as reasonably deemed appropriate by Grantor, (iii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor, and (iv) ensure that the material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 6 shall be borne by Grantor.

7. Grantee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. All of Grantee's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee, as Grantee may select, in their sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

[Signature page follows]

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

TBM CONSULTING GROUP, INC.,
a Delaware corporation.

By: William H. Remy
Name: William H. Remy
Title: CEO

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
an Ohio banking corporation,

By: _____
Its: _____

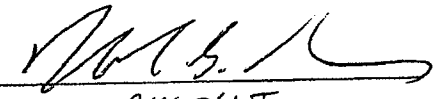
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TBM CONSULTING GROUP, INC.,
a Delaware corporation.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
an Ohio banking corporation,

By: 
Its: VICE PRESIDENT

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
TBM SMARTSOURCE	86135408	N/A	N/A
LEANSIGMA	85546176	4209893	09/18/2012
DPLOY SOLUTIONS	77668681	3921569	02/22/2011
TBM	77063695	3293204	09/18/2007
THE PERFECT ENGINE	76170418	2684402	02/04/2003
LEANSIGMA	75580959	2536982	02/05/2002
TBM CONSULTING GROUP	74250847	1755656	03/02/1993