

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Olson + Co., Inc.		12/19/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK OF PENNSYLVANIA, AS ADMINISTRATIVE AGENT		
Street Address:	8614 westwood center drive		
Internal Address:	SUITE 250		
City:	VIENNA		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	State Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3840375	WE THINK IN SOCIAL CIRCLES	
Registration Number:	3922685	OLSON DENALÎ	
Registration Number:	3648146	DENALI MARKETING.ELEVATED	
Registration Number:	3641095	TALLY	
Registration Number:	4151391	OLSON BRAND ANTHROPOLOGY	
Registration Number:	4203133	THE THINK ROOM	
Registration Number:	4084513	BIKY	
Registration Number:	4191772		
Registration Number:	3444044	MYTHUM	
Registration Number:	4010440	CONNECTION IS ALL THAT COUNTS	
Serial Number:	86214942	REVOLUTIONIZING ENGAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<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:	3012550558		
Email:	nmanning@shulmanrogers.com		
Correspondent Name:	Nancy Manning		
Address Line 1:	Shulman Rogers Gandal Porody & Ecker		

TRADEMARK

Address Line 2: 12505 Park Potomac Avenue, 6th floor
Address Line 4: Potomac, MARYLAND 20854

ATTORNEY DOCKET NUMBER: 117862.00006

NAME OF SUBMITTER: Nancy Manning

SIGNATURE: /Nancy Manning/

DATE SIGNED: 02/02/2015

Total Attachments: 11

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**JOINDER TO SECOND AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL
PROPERTY SECURITY INTEREST**

THIS JOINDER TO SECOND AMENDED AND RESTATED ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of December 9, 2014 (this "Joinder"), is made by OLSON + CO., INC., a Minnesota corporation (the "Joined Borrower"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the hereinafter defined Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Business Loan and Security Agreement dated as of May 16, 2014 (as amended by that certain First Modification to Fourth Amended and Restated Business Loan and Security Agreement and Other Loan Documents dated as of November 5, 2014, and as the same may be further amended, modified or replaced from time to time, the "Loan Agreement"), by and among (a) Citizens Bank of Pennsylvania, a Pennsylvania state chartered bank ("Citizens Bank"), acting in its individual capacity as the Swing Line Lender and as the administrative agent for the Lenders (the "Administrative Agent"), (b) Citizens Bank, acting in its individual capacity as a Lender, and certain other Lender parties thereto from time to time (collectively, the "Lenders"), and (c) ICF International, Inc., a Delaware corporation, ICF Consulting Group, Inc., a Delaware corporation (the "Primary Operating Company"), certain subsidiaries and affiliates of the Primary Operating Company and any Person who has become a borrower party thereto pursuant to the Loan Agreement (collectively, the "Borrowers"), and to further evidence the Administrative Agent's lien on the Collateral, the Borrowers executed and delivered to the Administrative Agent that certain Second Amended and Restated Assignment of Intellectual Property Security Interest dated as of May 16, 2014 (as the same may be modified, amended, restated or replaced from time to time, the "IP Assignment"), which instrument was recorded with the U.S. Patent and Trademark Office on August 8, 2014 as Instrument #900297805 and 502928170; and

WHEREAS, the Joined Borrower has become a Borrower party to the Loan Agreement and the other Loan Documents (including, without limitation, the IP Assignment) pursuant to a certain Joinder Agreement of even date herewith (the "Joinder Agreement"); and

WHEREAS, the Joined Borrower desires to enter into this Joinder to confirm and evidence that, pursuant to the Joinder Agreement and the IP Assignment, the Joined Borrower has granted and conveyed to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Joined Borrower's present and future right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses, whether now existing or hereafter arising and whether now owned or hereafter acquired or utilized by the Joined Borrower (collectively, the "Joined Borrower's Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached to this Joinder.

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, the Joined Borrower hereby agrees as follows:

I. RECITALS. The foregoing Recitals are incorporated herein by this reference and made a part hereof, with the same force and effect as if fully set forth herein.

II. ACKNOWLEDGEMENT OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY; SUPPLEMENTAL GRANT. The Joined Borrower hereby represents,

warrants, acknowledges and agrees that it has granted and conveyed to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Joined Borrower's Intellectual Property Collateral pursuant to the Joinder Agreement and its operation and binding effect with respect to the IP Assignment. Without limiting the foregoing, the Joined Borrower hereby assigns and transfers to the Administrative Agent, for the ratable benefit of the Lenders, and hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the Joined Borrower's right, title and interest in, to and under all Joined Borrower's Intellectual Property, whether now owned or hereafter acquired, including, without limitation, the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached hereto. The Schedule attached hereto supplements the Schedule attached to the IP Assignment; it is not intended to restate or replace the Schedule attached to the IP Assignment.

III. SECURITY AGREEMENT. The security interests heretofore granted and conveyed pursuant to this Joinder are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Lenders, pursuant to the Second Amended and Restated Intellectual Property Security Agreement dated as of May 16, 2014 (the "IP Security Agreement") made by the Borrowers in favor of Citizens Bank, acting in its capacity as Administrative Agent. The Joined Borrower hereby acknowledges and affirms that (i) the defined term "Intellectual Property Collateral" used in the IP Assignment is hereby supplemented to include the Joined Borrower's Intellectual Property Collateral, and (ii) the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

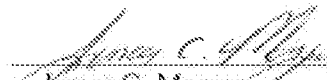
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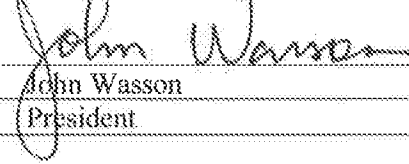
IN WITNESS WHEREOF, the Joined Borrower has caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWER

Attest:

OLSON + CO., INC., a Minnesota corporation

By: 
Name: James C. Morgan
Title: Chief Financial Officer

By: 
Name: John Wasson
Title: President

ACKNOWLEDGED AND AGREED TO:

CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, acting in its capacity as the Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

[Signature Page to Joinder to Second Amended and Restated Assignment of Intellectual Property Security Interest]

IN WITNESS WHEREOF, the Joined Borrower has caused this Joinder to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOINED BORROWER

Attest:

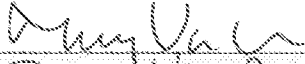
OLSON + CO., INC., a Minnesota corporation

By: _____
Name: James C. Morgan
Title: Chief Financial Officer

By: _____
Name: John Wasson
Title: President

ACKNOWLEDGED AND AGREED TO:

CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania state chartered bank, acting in its capacity as the Administrative Agent for the Lenders

By: 
Name: Tracy Van Riper
Title: Senior Vice President

[Signature Page to Joinder to Second Amended and Restated Assignment of Intellectual Property Security Interest]

Schedule of
Joined Borrower's Intellectual Property Collateral

Intellectual Property


Patents


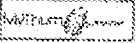

None.

Patent Applications

None.

Trademark Registrations

Owner	Trademark	Reg./Appl. No.	Reg./Appl. Date
Olson + Co., Inc.	We Think in Social Circles	77/863,999/ 3,840,375	June 15, 2010/ August 31, 2010
Olson + Co., Inc.	Where Connection Goes Next	85/068988	June 22, 2010
Olson + Co., Inc.	Connection Is All That Counts	4,040,440	August 9, 2011
Olson + Co., Inc.	OLSON denali	85/074,617 / 3,922,685	June 30, 2010 / February 22, 2011
Olson + Co., Inc.	denali MARKETING. ELEVATED	3648146	June 30, 2009
Olson + Co., Inc.	TALLY (U.S.)	3641095	June 16, 2009
Olson + Co., Inc.	TALLY (Mexico)	1231200	August 3, 2011
Olson + Co., Inc.	TALLY (Mexico)	1231201	August 3, 2011
Olson + Co., Inc.	TALLY (Canada)	TMA857093	August 6, 2013
Olson + Co., Inc.	OLSON BRAND ANTHROPOLOGY (U.S.)	4,151,391	May 29, 2012
Olson + Co., Inc.	THE THINK ROOM (U.S.)	4,203,133	September 4, 2012
Olson + Co., Inc.	BIKY (U.S.)	4,084,513	January 10, 2012
Olson + Co., Inc.	 (U.S.)	4,191,772	August 14, 2012
Olson + Co., Inc.	REVOLUTIONIZING ENGAGEMENT (U.S.)	86,214,942	March 7, 2014
Olson + Co., Inc.	REVOLUTIONIZING ENGAGEMENT (Belize)	Filed but no details yet	March 7, 2014
Olson + Co., Inc.	REVOLUTIONIZING ENGAGEMENT (Mexico)	1509447	7/23/2014

Owner	Trademark	Reg./Appl. No.	Reg./Appl. Date
Olson + Co., Inc.	REVOLUTIONIZING ENGAGEMENT (Canada)	1684163	7/7/2014
Olson + Co., Inc.	MYTHUM & Design (Canada) 	TMA712,214 / 1,347,312	April 17, 2008 / May 14, 2007
Olson + Co., Inc.	MYTHUM INTERACTIVE & Design (Canada) 	TMA662,395 / 1,171,362	April 10, 2006 / March 14, 2003
Olson + Co., Inc.	MYTHUM AND DESIGN (U.S.) 	3444044 / 77-194420	June 10, 2008 / May 31, 2007
Olson + Co., Inc.	MyThum (Canada)	TMA881898 / 1521716	July 11, 2014

Domain Names

Domain Name	Expiration	Owner
pulsepointgroup.com	10/20/2016	PulsePoint
pulsepointstrategies.com	10/20/2016	PulsePoint
storytellingfactory.com	11/30/2014	PulsePoint
storytellingfactory.info	11/30/2014	PulsePoint
storytellingfactory.net	11/30/2014	PulsePoint
storytellingfactory.org	11/30/2014	PulsePoint
sociallyengagedlearning.com	01/02/2015	PulsePoint
socialengagedlearning.com	01/02/2015	PulsePoint
twincitiesunstaged.com	6/26/2015	Olson + Co., Inc.
olsonmobile.ca	1/5/2015	Olson Canada
olsoncanada.com	2/14/2014	Olson Canada
mythum.com	6/6/2016	Olson Canada
mythum.ca	2/23/2015	Olson Canada
mythuminteractive.com	1/10/2015	Olson Canada
mythuminteractive.ca	2/23/2015	Olson Canada
mythumgateway.com	1/13/2015	Olson Canada
mythumgateway.ca	2/23/2015	Olson Canada

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Domain Name	Expiration	Owner
mythum.info	10/15/2015	Olson Canada
thum.ca	1/26/2015	Olson Canada
mt-gateway.com	4/3/2015	Olson Canada
micontent.com	7/24/2016	Olson Canada
vipthum.com	6/22/2016	Olson Canada
OLSONGATEWAY.COM	6/19/2017	Olson Canada
OLSONCREATIVE.CA	8/2016	Olson Canada
Pulsepointgroup.com	10/20/2016	Olson + Co., Inc.
bonfireadvertising.com	5/15/2017	Olson + Co., Inc.
bonfirebranding.com	5/15/2017	Olson + Co., Inc.
bonfirebrands.com	5/15/2017	Olson + Co., Inc.
bonfirecrm.com	5/15/2017	Olson + Co., Inc.
bonfireloyalty.com	5/15/2017	Olson + Co., Inc.
bonfireresearch.com	5/15/2017	Olson + Co., Inc.
denalimarketing.biz	1/10/2016	Olson + Co., Inc.
denalimarketing.info	1/11/2016	Olson + Co., Inc.
denalimarketing.mobi	1/11/2016	Olson + Co., Inc.
denalimarketing.org	1/11/2016	Olson + Co., Inc.
denalimarketing.us	1/10/2016	Olson + Co., Inc.
denalizelgeist.com	4/14/2014	Olson + Co., Inc.
digcommunications.com	8/14/2018	Olson + Co., Inc.
digcommunications.org	7/30/2015	Olson + Co., Inc.
ihaveabrain.org	5/11/2018	Olson + Co., Inc.
john-olson.com	2/19/2016	Olson + Co., Inc.
johnolson.mobi	2/19/2016	Olson + Co., Inc.
micontent.com	7/24/2016	MyThum Interactive, Inc.
mt-gateway.com	4/3/2015	MyThum Interactive, Inc.
myamtrak.com	1/11/2016	Olson + Co., Inc.
MYSECONDCUPPERKS.CA	3/14/2015	MyThum Interactive, Inc.
MYSECONDCUPPERKS.COM	3/14/2015	MyThum Interactive, Inc.
mythum.ca	2/23/2015	MyThum Interactive, Inc.
mythum.com	6/6/2016	MyThum Interactive, Inc.
mythum.info	10/15/2015	MyThum Interactive, Inc.
mythumgateway.ca	2/23/2015	MyThum Interactive, Inc.
mythumgateway.com	1/13/2015	MyThum Interactive, Inc.
mythuminteractive.ca	2/23/2015	MyThum Interactive, Inc.
mythuminteractive.com	1/10/2015	MyThum Interactive, Inc.
noslo.com	5/6/2016	Olson + Co., Inc.
nxnws Summit.com	5/2/2016	Olson + Co., Inc.
oco.com	7/6/2017	Olson + Co., Inc.
ocointeractive.com	4/5/2016	Olson + Co., Inc.
olson.com	6/7/2021	Olson + Co., Inc.
olson1-1.com	11/30/2015	Olson + Co., Inc.

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Domain Name	Expiration	Owner
olson1-1.net	11/30/2015	Olson + Co., Inc.
olson1tol.com	11/30/2015	Olson + Co., Inc.
olson1tol.net	11/30/2015	Olson + Co., Inc.
olsonad.com	5/15/2017	Olson + Co., Inc.
olsonadvertising.com	5/23/2016	Olson + Co., Inc.
olsonandcompany.com	4/25/2016	Olson + Co., Inc.
olsonbrand.com	5/23/2016	Olson + Co., Inc.
olsonbrandacademy.com	8/7/2017	Olson + Co., Inc.
olsonbrands.com	9/26/2018	Olson + Co., Inc.
olsoncanada.com	12/14/2014	MyThum Interactive, Inc.
olsonchicago.com	3/25/2015	Olson + Co., Inc.
OLSONCREATIVE.CA	8/22/2016	MyThum Interactive, Inc.
olSENDENALI.COM	5/13/2018	Olson + Co., Inc.
olSENDENALI.NET	5/13/2015	Olson + Co., Inc.
olSENDENALIMARKETING.COM	5/13/2015	Olson + Co., Inc.
olSENDENALIMARKETING.NET	5/13/2015	Olson + Co., Inc.
olSENDDESIGNANNOUNCEMENT.COM	6/27/2015	Olson + Co., Inc.
olsonengags.com	6/27/2016	Olson + Co., Inc.
OLSONGATEWAY.COM	6/19/2017	MyThum Interactive, Inc.
olsoninteractive.com	4/5/2016	Olson + Co., Inc.
olsoninteractive.net	11/30/2015	Olson + Co., Inc.
olsonmobile.ca	1/5/2015	MyThum Interactive, Inc.
olsonmobile.com	11/30/2015	Olson + Co., Inc.
olsonmobile.net	11/30/2015	Olson + Co., Inc.
olsonone2one.com	12/3/2015	Olson + Co., Inc.
olsonone2one.net	12/3/2015	Olson + Co., Inc.
olsononetoone.com	11/30/2015	Olson + Co., Inc.
olsonone-to-one.com	12/3/2015	Olson + Co., Inc.
olsononetoone.net	11/30/2015	Olson + Co., Inc.
olsonone-to-one.net	12/3/2015	Olson + Co., Inc.
olsonoterns.com	3/31/2016	Olson + Co., Inc.
olsonpublicrelations.com	5/15/2017	Olson + Co., Inc.
olsonpublicrelations.net	11/30/2015	Olson + Co., Inc.
olsonsocialmedia.com	11/30/2015	Olson + Co., Inc.
olsonsocialmedia.net	11/30/2015	Olson + Co., Inc.
olsonsummit.com	5/1/2015	Olson + Co., Inc.
olsontoronto.com	3/25/2015	Olson + Co., Inc.
patientstopople.com	9/19/2015	Olson + Co., Inc.
pulsepointgroup.com	10/20/2016	PulsePoint
Pulsepointstrategies.com	10/20/2016	Olson + Co., Inc.
RACEGUIDEAPLCA	4/15/2015	MyThum Interactive, Inc.
rinkrevolution.com	2/22/2015	Olson + Co., Inc.
ROASTEDREWARDS.CA	3/21/2015	MyThum Interactive, Inc.

Domain Name	Expiration	Owner
ROASTEDREWARDS.COM	3/21/2015	MyThum Interactive, Inc.
routinexchanges.com	2/5/2015	Olson + Co., Inc.
SECONDCUPPERKS.CA	3/14/2015	MyThum Interactive, Inc.
SECONDCUPPERKS.COM	3/14/2015	MyThum Interactive, Inc.
SECONDCUPREWARDS.CA	3/14/2015	MyThum Interactive, Inc.
SECONDCUPREWARDS.COM	3/14/2015	MyThum Interactive, Inc.
SECONDCUPPERKS.CA	3/14/2015	MyThum Interactive, Inc.
SECONDCUPPERKS.COM	3/14/2015	MyThum Interactive, Inc.
sghsurvey.com	10/13/2017	Olson + Co., Inc.
socialengagedlearning.com	1/2/2018	PulsePoint
Sociallyengagedlearning.com	1/2/2017	Olson + Co., Inc.
stopthestroke.com	5/7/2016	Olson + Co., Inc.
Storytellingfactory.com	11/30/2016	Olson + Co., Inc.
Storytellingfactory.info	11/30/2016	Olson + Co., Inc.
storytellingfactory.info	11/30/2014	PulsePoint
Storytellingfactory.net	11/30/2016	Olson + Co., Inc.
Storytellingfactory.org	11/30/2016	Olson + Co., Inc.
therippleplan.com	1/25/2017	Olson + Co., Inc.
thum.ca	1/26/2015	MyThum Interactive, Inc.
twincitiesunstaged.com	6/26/2015	Olson + Co., Inc.
vipthum.com	6/22/2016	MyThum interactive, Inc.
AdWalkoffFame.com	8/7/2015	Olson + Co., Inc.
Bbycardmemberoffer.com	10/3/2015	Olson + Co., Inc.
Olsonaustin.com	1/2/2015	Olson + Co., Inc.

(a)

(i)

- The following domain names were registered by Olson Canada for transition to those clients of Olson Canada indicated below.

Domain Name	Expiration	Owner
SECONDCUPREWARDS.CA	March 14, 2015	Olson Canada (being transitioned to Second Cup)
MYSECONDCUPPERKS.CA	March 14, 2015	Olson Canada (being transitioned to Second Cup)
SECONDCUPPERKS.CA	March 14, 2015	Olson Canada (being transitioned to Second Cup)
SECONDCUPPERKS.CA	March 14, 2015	Olson Canada (being transitioned to Second Cup)
ROASTEDREWARDS.CA	March 21, 2015	Olson Canada (being transitioned to Second Cup)

Domain Name	Expiration	Owner
SECONDCUPREWARDS.COM	March 14, 2015	Olson Canada (being transitioned to Second Cup)
MYSECONDCUPPERKS.COM	March 14, 2015	Olson Canada (being transitioned to Second Cup)
SECONDPERKS.COM	March 14, 2015	Olson Canada (being transitioned to Second Cup)
SECONDCUPPERKS.COM	March 14, 2015	Olson Canada (being transitioned to Second Cup)
ROASTEDREWARDS.COM	March 21, 2015	Olson Canada (being transitioned to Second Cup)
RACEGUIDEAPLCA	April 15, 2015	Olson Canada (being transitioned to Canadian Running)

(ii)

1. None.

(iii)

1. Prior to entering into the previously disclosed Patent License Agreement with Affinion Net Patents, Inc. ("Affinion"), the Company was notified by Affinion of the Company's alleged infringement of Affinion's patent rights.

(iv)

1. None.

(v)

1. None.

(vi)

Olson + Co., Inc.	MyThum	TMA881898 / 1521716	7/11/2014 / 3/31/2011
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