TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335089

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CUMMING CONSTRUCTION MANAGEMENT, INC.		01/30/2015	CORPORATION: CALIFORNIA
CUMMING GROUP, INC.		01/30/2015	CORPORATION: CALIFORNIA
CONSTRUCTION LITIGATION CONSULTING, INC.		01/30/2015	CORPORATION: CALIFORNIA
HEALTHCARE PROJECT EXPERTS, INC.		01/30/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK, as Administrative Agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3658466	CUMMING
Registration Number:	3132570	CMWARE

CH $65.00 3658466

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0100 - NOWROUZI
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/

DATE SIGNED:	03/13/2015

Total Attachments: 4
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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "**Confirmatory Assignment**") is made effective as of January 30, 2015, by and from **CUMMING CONSTRUCTION MANAGEMENT, INC.**, a California corporation (the "**Borrower**"), **CUMMING GROUP, INC.**, a California corporation ("**Cumming Group**"), **CONSTRUCTION LITIGATION CONSULTING, INC.**, a California corporation ("**Construction**"), and **HEALTHCARE PROJECT EXPERTS, INC.**, a California corporation ("**Healthcare**") (Borrower, Cumming Group, Construction and Healthcare are referred to collectively as the "**Grantors**", and each shall individually be referred to as "**Grantor**") and whose principal address is 15015 Avenue of Science, Suite 160, San Diego, California 60606, to and in favor of **FIFTH THIRD BANK**, whose principal address is 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as administrative agent (the "**Assignee**") for the lenders (the "**Lenders**") from time to time parties to that certain Credit Agreement dated as of the date hereof by and among Borrower and Assignee, as administrative agent, and the Lenders (as amended or amended and restated or refinanced from time to time, the "**Credit Agreement**").

WHEREAS, Grantors, as debtors, and Assignee, as secured party, have entered into an Guarantee and Collateral Agreement of even date herewith (as amended or amended and restated from time to time, the "**Guarantee Agreement**") pursuant to which each Grantor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of such Grantor's personal property and assets;

WHEREAS, at least one of the Grantors is the owner of the patents (the "**Patents**"), the trademarks and the goodwill of the business in connection therewith (the "**Trademarks**"), and the copyrights (the "**Copyrights**"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Guarantee Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Guarantee Agreement.

2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Guarantee Agreement). Upon

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the payment in full of all Obligations (other than contingent and indemnification obligations for which no claim has been made) and termination of all commitments of the Lenders to lend or extend credit under the Credit Agreement and all other Obligations have terminated, Assignee shall, upon such satisfaction, promptly execute, acknowledge, and deliver to Grantor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

(b) Each of the Grantors hereby grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of such Grantor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same. Notwithstanding anything to the contrary contained in this clause (b), the security interest created by this Confirmatory Assignment shall not extend to, and the term "Trademark" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark hereunder and the security interest granted hereunder shall extend to such Trademark.

(c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Guarantee Agreement, the provisions of the Guarantee Agreement shall govern.

(d) This Confirmatory Assignment shall be governed by the laws of the State of Illinois.

(Signature Pages Follow)

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IN WITNESS WHEREOF, each of the Grantors has executed this Confirmatory Assignment effective as of the above-indicated date.

GRANTORS:

CUMMING CONSTRUCTION MANAGEMENT, INC., a California corporation

By: _____
Brian Ruttencutter
Chief Financial Officer

CUMMING GROUP, INC., a California corporation

By: _____
Brian Ruttencutter
Chief Financial Officer

CONSTRUCTION LITIGATION CONSULTING, INC., a California corporation

By: _____
Brian Ruttencutter
Chief Financial Officer

HEALTHCARE PROJECT EXPERTS, INC., a California corporation

By: _____
Brian Ruttencutter
Chief Financial Officer

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

EXHIBIT A

SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

PATENTS AND PATENT LICENSES

None.

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Cumming Construction Management, Inc.	Cumming	77/009,830	3,658,466	September 28, 2006	July 21, 2009
Cumming Construction Management, Inc.	CMWARE	78/696,072	3,132,570	August 19, 2005	August 22, 2006

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None.