

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352515

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Successor Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2213528	COSTLIST	
<b>Registration Number:</b>	1315487	MEANS	
<b>Registration Number:</b>	1062210	MEANS	
<b>Registration Number:</b>	1717969	MEANS	
<b>Registration Number:</b>	1790945	MEANS DATA	
<b>Registration Number:</b>	3872039	RSMEANS	
<b>Registration Number:</b>	3854822	RSMEANS COSTWORKS	
<b>Registration Number:</b>	4023312	RSMEANS JOCWORKS	
<b>Serial Number:</b>	85105358	COSTWORKS	
<b>Serial Number:</b>	85665763	RSMEANS ONLINE	
<b>Serial Number:</b>	77846779	RSMEANS DATA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		

OP \$290.00 2213528

**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 025646-0000 RS MEANS

**NAME OF SUBMITTER:** Anna T Kwan

**SIGNATURE:** /atk/

**DATE SIGNED:** 08/25/2015

**Total Attachments: 11**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, R.S. Means Company LLC, as “Grantor”, and Retiring Agent are parties to that certain trademark security agreement attached hereto as Exhibit A (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Schedule 1 thereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**ANTARES CAPITAL LP**

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

## EXHIBIT A

See attached Trademark Security Agreement dated as of July 17, 2014 and filed with the United States Patent and Trademark Office on July 21, 2014 at Reel 005326, Frame 0991.

## Trademark Security Agreement

THIS Trademark SECURITY AGREEMENT, dated as of July 17, 2014 (this Trademark Security Agreement"), is made by R.S. MEANS COMPANY LLC, formerly known as R. S. MEANS COMPANY, INC., a Delaware limited liability company (the "Trademark Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 17, 2014 (as the same may be further amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), among TGG Sub, Inc., The Gordian Group, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement referred to below) (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of May 1, 2012, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Trademark Grantor is party to the Guaranty and Security Agreement pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Trademark Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of the Trademark Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.]

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Trademark Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provision of the Guaranty and Security Agreement shall control.

Section 4. Trademark Grantor Remains Liable. The Trademark Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Trademark Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with the Trademark Grantor to execute and deliver all documents as the Trademark Grantor shall reasonably request to evidence such termination.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

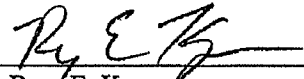
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

R.S. MEANS COMPANY LLC, formerly known as  
R.S. MEANS COMPANY, INC. as Trademark  
Grantor

By: The Gordian Group, Inc.  
Its: Sole Member


By:   
Name: Roy E. Kemper  
Title: Secretary and Vice President of Finance

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Jonathan E. Balch  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# Schedule 1

Debtor/ Grantor	Mark	Registration Date	Filing Office	Application/Registration Number	Status
R.S. Means Company LLC	COSTLIST	Dec 22, 1998	United States Patent and Trademark Office	2213528	Registered
R.S. Means Company LLC	COSTWORKS		United States Patent and Trademark Office	85/105,358	Allowed
R.S. Means Company LLC	MEANS	Jan 22, 1985	United States Patent and Trademark Office	1315487	Registered
R.S. Means Company LLC	MEANS	Mar 29, 1977	United States Patent and Trademark Office	1062210	Registered
R.S. Means Company LLC	MEANS	Sep 22, 1992	United States Patent and Trademark Office	1717969	Registered
R.S. Means Company LLC	MEANS DATA	Aug 31, 1993	United States Patent and Trademark Office	1790945	Registered
R.S. Means Company LLC	RSMEANS	Nov 9, 2010	United States Patent and Trademark Office	3872039	Registered
R.S. Means Company LLC	RSMEANS COSTWORKS	Sep 28, 2010	United States Patent and Trademark Office	3854822	Registered
R.S. Means Company LLC	RSMEANS JOCWORKS	Sep 6, 2011	United States Patent and Trademark Office	4023312	Registered
R.S. Means Company LLC	RSMEANS ONLINE	Nov 26, 2013	United States Patent and Trademark Office	85/665,763	Registered
R.S.	RSMEANSDATA	Nov 1, 2011	United	77/846,779	Registered

Means Company LLC			States Patent and Trademark Office		
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