

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ReSource Pro LLC		10/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
IDP Holdings LLC		10/26/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue		
<b>Internal Address:</b>	Floor 41		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Banking Association: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4500185	DO WHAT COUNTS	
<b>Registration Number:</b>	4266560	FULCRUM INSURANCE PROGRAMS	
<b>Serial Number:</b>	86635807	ALIGNMENT PRINCIPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175747658		
<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>	6175743518		
<b>Email:</b>	smordas@goulstonstorrs.com		
<b>Correspondent Name:</b>	Stacey A. Mordas		
<b>Address Line 1:</b>	400 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas		
<b>SIGNATURE:</b>	/s/ Stacey A. Mordas		
<b>DATE SIGNED:</b>	10/27/2015		
<b>Total Attachments: 6</b>			

OP \$90.00 4500185

source=trademark#page1.tif

source=trademark#page2.tif

source=trademark#page3.tif

source=trademark#page4.tif

source=trademark#page5.tif

source=trademark#page6.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 26, 2015, is made by ReSource Pro LLC, a Delaware limited liability company ("RSP"), and IDP Holdings LLC, a New York limited liability company (together with RSP, each, a "Grantor," and, collectively, "Grantors"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

### W I T N E S S E T H:

Pursuant to that certain Amended and Restated Credit Agreement dated as of October 26, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Distinguished Programs Group LLC (the "Borrower"), the Grantors and other guarantors party thereto, and the Secured Party, the Secured Party has agreed to extend credit and make certain financial accommodations to the Borrower;

In order to induce the Secured Party to enter into and extend credit to the Borrower under the Credit Agreement, each Grantor is entering into that certain Third Amended and Restated Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not otherwise defined in the Security Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all reissues, renewals, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in 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 further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party

pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and each Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

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

GRANTORS:

RESOURCE PRO LLC

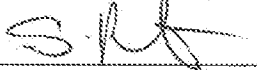
By The Distinguished Programs Group LLC,  
its Managing Member

By Distinguished Programs Holdings LLC,  
its Sole Member

By Distinguished Programs Ownership LLC,  
its Managing Member

By Potash Operating L.P.,  
its Managing Member

By Potash Operating GP Corp.,  
its General Partner

By:   
Name: Scott Potash  
Title: President

IDP HOLDINGS LLC

By: \_\_\_\_\_  
Name: Jeremy Hitzig  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005653 FRAME: 0400**

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

GRANTORS:

RESOURCE PRO LLC

By The Distinguished Programs Group LLC,  
its Managing Member

By Distinguished Programs Holdings LLC,  
its Sole Member

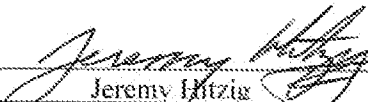
By Distinguished Programs Ownership LLC,  
its Managing Member

By Potash Operating L.P.,  
its Managing Member

By Potash Operating GP Corp.,  
its General Partner

By: \_\_\_\_\_  
Name: Scott Potash  
Title: President


IDP HOLDINGS LLC

By:   
Name: Jeremy Iltzig  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Raymond P. Darcy  
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
do what counts	ReSource Pro LLC	4,500,185	March 25, 2014	Registered
Fulcrum Insurance Programs <sup>1</sup>	IDP Holdings LLC	4,266,560	January 1, 2013	Registered

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
Alignment Principle	ReSource Pro LLC	86/635807	May 20, 2015	Pending

---

<sup>1</sup> Effective upon the consummation of the transactions contemplated by the Fulcrum Acquisition Agreement.  
gsdocs.8602092