

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360253

|   |  |                         |                                     |
|---|--|-------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                         |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement Supplement        |                         |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                         |                                     |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b>   | <b>Entity Type</b>                  |
| Fort Pitt Capital Group, LLC  |  | 10/01/2015              | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                         |                                     |
| <b>Name:</b>  | Bank of America, N.A., as Administrative Agent |                         |                                     |
| <b>Street Address:</b>  | 100 Federal Street                             |                         |                                     |
| <b>City:</b>  | Boston   |                         |                                     |
| <b>State/Country:</b>   | MASSACHUSETTS                                  |                         |                                     |
| <b>Postal Code:</b>   | 02110  |                         |                                     |
| <b>Entity Type:</b>   | National Association: UNITED STATES            |                         |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                         |                                     |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>        |                                     |
| <b>Registration Number:</b>   | 2052925  | FORT PITT               |                                     |
| <b>Registration Number:</b>   | 2125390  | FORT PITT CAPITAL GROUP |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                         |                                     |
| <b>Fax Number:</b>  | 6179518736                                     |                         |                                     |
| <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>   | 617-951-8132                                   |                         |                                     |
| <b>Email:</b>   | linda.salera@morganlewis.com                   |                         |                                     |
| <b>Correspondent Name:</b>  | Linda A. Salera                                |                         |                                     |
| <b>Address Line 1:</b>  | One Federal Street                             |                         |                                     |
| <b>Address Line 2:</b>  | c/o Morgan, Lewis and Bockius LLP              |                         |                                     |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110                    |                         |                                     |
| <b>NAME OF SUBMITTER:</b>   | Linda A. Salera                                |                         |                                     |
| <b>SIGNATURE:</b>   | /Linda A. Salera/                              |                         |                                     |
| <b>DATE SIGNED:</b>   | 10/28/2015                                     |                         |                                     |
| <b>Total Attachments: 5</b>   |  |                         |                                     |
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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "Agreement"), dated as of October 1, 2015, is made by FORT PITT CAPITAL GROUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties under and as defined in the Credit Agreement (as defined below).

### RECITALS

**WHEREAS**, the Grantor is party to a (i) that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 10, 2013, by and among the Grantor, certain of its affiliates party thereto from time to time, the Administrative Agent and the Lenders party there to from time to time (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), (ii) that certain Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), by and among the Grantor, certain of its affiliates party thereto from time to time, and the Administrative Agent, and (iii) that certain Trademark Security Agreement, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Agreement"), by and among the Grantor, certain of its affiliates party thereto from time to time and the Administrative Agent;

**WHEREAS**, the Grantor has acquired additional Trademarks and, as required by the Security Agreement, desires to supplement the Trademark Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
2. **Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:
  - (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
  - (b) Goodwill associated with such Trademarks; and
  - (c) Proceeds of any and all of the foregoing.
3. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks

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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**4. Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial.** The terms of Sections 10.14 and 10.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the Grantor hereby agrees to such terms.

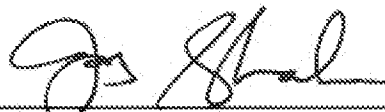
**5. Delivery.** Delivery of the signature pages to this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be as effective as delivery of manually executed counterparts of this Agreement.

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

**Grantor:**

**FORT PITT CAPITAL GROUP, LLC**


By:   
Name: James Shanahan  
Title: Authorized Person

The Administrative Agent:

BANK OF AMERICA, N.A.,

By: *[Signature]*  
Name: *Chris Busconi*  
Title: *SVP*

Schedule I  
Trademarks

| Owner                        | Description/Trademark  | Serial # | Filing Date       | Reg. No. | Registration Date |
|------------------------------|--|----------|-------------------|----------|-------------------|
| FORT PITT CAPITAL GROUP, LLC | FORT PITT<br>(1) TYPED DRAWING   | 75135081 | July 16, 1996     | 2052925  | April 15, 1997    |
| FORT PITT CAPITAL GROUP, LLC | <br>(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS | 75204597 | November 26, 1996 | 2125390  | December 30, 1997 |

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