

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McGladrey & Pullen LLP		11/30/2011	LIMITED LIABILITY PARTNERSHIP: IOWA
RSM McGladrey LLC		11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association, as Administrative Agent
<b>Street Address:</b>	800 Nicollet Mall
<b>Internal Address:</b>	Mail Stop BC-MN-H03Q
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3966708	MCGLADREY
Registration Number:	3962216	
Registration Number:	3880389	MCGLADREY

**CORRESPONDENCE DATA**

Fax Number: (612)340-8856  
 Phone: 612-492-6842  
 Email: cadwell.jeffrey@dorsey.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Jeffrey R. Cadwell  
 Address Line 1: Dorsey & Whitney LLP, 50 South Sixth St  
 Address Line 2: Suite 1500  
 Address Line 4: Minneapolis, MINNESOTA 55402

CH \$90.00 3966708

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	M230530
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	12/02/2011
Total Attachments: 3 source=Trademark assgnmt - McG RSM (exec)-v1 (2)#page1.tif source=Trademark assgnmt - McG RSM (exec)-v1 (2)#page2.tif source=Trademark assgnmt - McG RSM (exec)-v1 (2)#page3.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 30, 2011, by and from MCGLADREY & PULLEN, LLP, an Iowa limited liability partnership (the "Borrower"), and RSM MCGLADREY LLC, a Delaware limited liability company (together with the Borrower, collectively, the "Grantors"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Borrower, the Lenders, and the Grantee have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Grantors certain credit accommodations;

WHEREAS, the Grantors and the Grantee have entered into a Security Agreement and Irrevocable Proxy dated concurrently herewith, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantors own the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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 Credit Agreement.

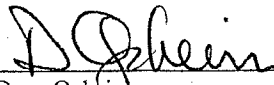
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantors (at Grantors' expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantors hereby grant to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantors.

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant effective as of the date first written above.

MCGLADREY & PULLEN, LLP

By:   
Name: Doug Ophelm  
Title: Chief Financial Officer

RSM MCGLADREY LLC

By:   
Name: Doug Ophelm  
Title: Chief Financial Officer and Treasurer

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 004671 FRAME: 0816**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**Trademark Registrations**

<u>Mark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
MCGLADREY Logo	McGladrey & Pullen, LLP and RSM McGladrey LLC	3966708	05/24/2011
Bar Logo	McGladrey & Pullen, LLP and RSM McGladrey LLC	3962216	05/17/2011
MCGLADREY	McGladrey & Pullen, LLP and RSM McGladrey LLC	3880389	11/23/2010

*Exhibit A*