

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CohnReznick LLP		10/28/2015	LIMITED LIABILITY PARTNERSHIP: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	499 Thornall Street		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3296812	HOW ARE YOU MANAGING?	
Serial Number:	85744580	COHNREZNICK	
Serial Number:	85745432	COHN REZNICK	
Serial Number:	85744573		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
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NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/05/2015		
Total Attachments: 19			

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EXECUTION COPY

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

dated as of October 28, 2015

by

COHNREZNICK LLP,
as the Grantor

in favor of

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

TRADEMARK
REEL: 005662 FRAME: 0119

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SCHEDULES

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as may be amended, modified and supplemented and in effect, from time to time, this "Security Agreement"), is made as of October 28, 2015 by COHNREZNICK LLP, a New Jersey limited liability partnership (the "Grantor") in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent") for the ratable benefit of the Lenders.

WITNESSETH:

WHEREAS, the Grantor, as the borrower, the Administrative Agent, as a Lender, Manufacturers and Traders Trust Company, as a Lender, the Administrative Agent, as Administrative Agent, L/C Issuer, Sole Lead Arranger and Sole Book Runner and Manufacturers and Traders Trust Company, as Syndication Agent are parties to that certain Credit Agreement, dated as of March 19, 2013, by and among them (as such agreement has been amended, modified, and/or supplemented, from time to time, collectively, the "Existing Credit Agreement"); and

WHEREAS, in connection with the Existing Credit Agreement, the Grantor executed that certain Trademark Security Agreement, dated as of March 19, 2013 (as such agreement has been amended, modified, and/or supplemented, from time to time, collectively, the "Existing Security Agreement"); and

WHEREAS, the Grantor has requested that the Administrative Agent and the Lenders amend and restate the terms and conditions of the Existing Credit Agreement pursuant to that certain Amended and Restated Credit Agreement, dated as of the date of this Security Agreement (the "Credit Agreement"), and executed by and among the Grantor, the Administrative Agent and the Lenders, pursuant to which the Lenders shall provide loans and other financial accommodations to the Grantor (the "Facility"); and

WHEREAS, in connection with the in connection with the Facility, the Lenders have required, and the Grantor has agreed, to execute and deliver this Security Agreement to secure the Obligations; and

WHEREAS, the Grantor has determined that its execution, delivery and performance of this Security Agreement directly benefits it and is within the purposes of, and in the best interests of the Grantor.

NOW, THEREFORE, for and in consideration of the foregoing and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove) heretofore, now or hereafter made to or for the benefit of the Grantor by the Lenders in connection with the transactions contemplated by the Credit Agreement and the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all words and terms set forth and defined in the Credit Agreement shall have the same meaning as set forth in the Credit Agreement, as if fully set forth in this Security Agreement.

Section 2. Incorporation of the Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Security Interest. To secure the prompt and complete payment when due of, and the observance and performance of, the Obligations, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Administrative Agent, as agent for the ratable benefit of the Lenders, a security interest in all of the Grantor's rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(a) all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 3(a) of this Security Agreement and utilized in the conduct of the Grantor's business, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof; (v) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith; and (v) all of the grantor's rights, corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in subparagraphs (i) through (v) in this Section 3(a), individually, a "Trademark" and collectively, the "Trademarks"); and

(b) any and all rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 3(b) of this Security Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license

agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (individually, a "License" and collectively, the "Licenses").

Section 4. Restrictions on Future Agreements. The Grantor will not, without the Administrative Agent's prior express written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Security Agreement, and the Grantor further covenants and agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred under this Security Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. The Grantor represents and warrants that (a) the Trademarks (as set forth in Schedule 3(a) of this Security Agreement), include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, utilized in the conduct of the Grantor's business, (b) the Licenses (as set forth in Schedule 3(b) of this Security Agreement), include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no Liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Administrative Agent, as agent for the ratable benefit of the Lenders. If, prior to the termination of this Security Agreement, the Grantor shall (x) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications to be utilized in the conduct of the Grantor's business, (y) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (z) enter into any new trademark license agreement or service mark license agreement, the provisions of this Agreement above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events set forth in this Section 5 promptly after the occurrence of same, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Bank to modify this Security Agreement unilaterally (x) by amending Schedule 3(a) of this Security Agreement to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule 3(b) of this Security Agreement to include any future trademark and license agreements and service mark license agreements, and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Security Agreement containing on Schedule 3(a) and Schedule 3(b) thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 6. Royalties. The Grantor hereby agrees that the use by the Administrative Agent, as agent for the ratable benefit of the Lenders, of the Trademarks and Licenses, as authorized pursuant to this Security Agreement, in connection with its exercise of the rights and

remedies granted to it under this Security Agreement or pursuant to the Loan Documents shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent.

Section 7. Right to Inspect; Further Assignments and Security Interests. The Administrative Agent may, at all reasonable times (and at any time upon the occurrence of an Event of Default or Default), have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, however, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to unnecessarily disturb the conduct of the Grantor's ordinary business operations. The Grantor agrees that the Administrative Agent or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees that, without prior express written consent of the Administrative Agent, it shall (a) not sell or assign its interests in, or grant any license (except in the ordinary course of its business) under, the Trademarks or the Licenses, (b) maintain the quality of such products as of the date hereof, and (c) not reduce the quality of such products in any material respect without the Administrative Agent's prior express written consent.

Section 8. Nature, Continuation and Termination of Security Interest. This Security Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid and performed in full and the Facility has been terminated. When this Security Agreement has been terminated, the Administrative Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lenders' security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made pursuant to this Security Agreement or the Loan Documents.

Section 9. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. The Grantor further agrees that, if they deems it in their best interest to do so, they shall (y) not abandon any Trademark or License without the prior written consent of the Administrative Agent, and (z) use their best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Administrative Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Administrative Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may, at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations.

Section 10. Right to Sue. Upon the occurrence of a Default or an Event of Default, the Administrative Agent, as agent for the ratable benefit of the Lenders, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Security Agreement (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

Section 11. Waivers. The failure of the Administrative Agent, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Security Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent, as agent for the ratable benefit of the Lenders, have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Security Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

Section 12. Cumulative Remedies, Power of Attorney.

(a) The Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent, as agent for the ratable benefit of the Lenders (and all Persons designated by the Administrative Agent, in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact and authorizes the Administrative Agent and any of the agents, attorneys, employees or designees of the Administrative Agent, in the Grantor's or the Lenders' name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Facility shall have been terminated, The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and

remedies of the Administrative Agent under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default or an Event of Default, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent, as agent for the ratable benefit of the Lenders or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent, as agent for the ratable benefit of the Lenders, or any such transferee all such agreements, documents and instruments as may be necessary, in the sole and absolute discretion of the Administrative Agent, to effect such assignment, conveyance and transfer. All of the rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Documents, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default or an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) calendar days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

Section 13. Fees and Expenses. The Grantor shall pay on demand all reasonable expenses of the Administrative Agent in connection with the preparation, administration, default, collection, waiver or amendment of loan terms, or in connection with the exercise, preservation or enforcement of any of the Administrative Agent's rights, remedies or options under this Security Agreement and the other Loan Documents, including, without limitation, reasonable fees of outside legal counsel, accounting, consulting, brokerage or other similar professional fees or expenses, and any reasonable fees or expenses associated with travel or other costs relating to any appraisals or examinations conducted in connection with the loan or any collateral therefore, and the amount of all such expenses shall, until paid, bear interest at the Default Rate and be a part of the Obligations.

Section 14. Successors and Assigns. This Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Administrative Agent, as agent for the ratable benefit of the Lenders, and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations under this Security Agreement, without the prior express written consent of the Administrative Agent.

Section 15. The Administrative Agent Appointed Attorney-in-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints the Administrative Agent, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in the Administrative Agent's discretion, to, upon the occurrence of an Event of Default, take any and all appropriate action and to execute and deliver any and all documents and instruments which the Administrative Agent, acting reasonably, may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limiting the generality of the foregoing:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acceptance for moneys due and to become due under or in respect of any Trademark and/or License;

(ii) to file any claims or take any action or institute any proceedings which the Administrative Agent, acting reasonably, may deem necessary or desirable for the protection of any Trademark and/or License or otherwise to enforce the rights of the Administrative Agent, for the ratable benefit of the Lenders, with respect to any Trademark and/or License;

(iii) execute, in connection with any sale of any Trademark and/or License, any endorsements, assignments or other instruments of conveyance or transfer with respect to any such Trademark and/or License;

(iv) direct any party liable for any payment under any any Trademark and/or License to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any such Trademark and/or License; sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any Trademark and/or License; commence and prosecute any suits, actions or proceedings at Law or in equity in any court of competent jurisdiction; defend any suit, action or proceeding brought against the Grantor with respect to any Trademark and/or License; settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; and generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any such Trademark and/or License as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and the Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Trademarks and/or Licenses and the Administrative Agent's and the

Lenders' security interests therein and to effect the intent of this Security Agreement, all as fully and effectively as the Grantor might do;

(v) record a copy or an excerpt hereof in the United States Copyright Office or the United States Patent and Trademark Office and to take all other steps as are necessary in the reasonable opinion of the Administrative Agent under 35 U.S.C. §261, 37 C.F.R. §1.331, 15 U.S.C. §1060 and 37 C.F.R. §2.185; and

(vi) to pay or discharge Taxes, Liens, security interests or other encumbrances levied or placed on or threatened against any Trademark and/or License, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof.

(b) The Grantor hereby ratifies, to the extent permitted by Law, all that the Administrative Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Security Agreement. The power of attorney granted pursuant to this Security Agreement is a power coupled with an interest and shall be irrevocable until the Obligations are indefeasibly paid and performed, in full.

Section 16. The Administrative Agent May Perform. If the Grantor fails to perform or comply with any term or condition set forth in this Security Agreement, the Administrative Agent, as provided for by the terms of this Security Agreement, may, upon prior notice to the Grantor, itself perform or comply or otherwise cause performance of, or compliance with, such term or condition. The reasonable expenses of the Administrative Agent incurred in connection with any actions taken pursuant to this Section 16, together with interest thereon at the Default Rate, shall be payable, by the Grantor, upon demand.

Section 17. The Administrative Agent's Appointment as Agent.

(a) The Administrative Agent has been appointed to act on behalf of and for the ratable benefit of the Lenders. The Administrative Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of any Trademark and/or License), solely in accordance with this Security Agreement and the other Loan Documents.

(b) Written notice of resignation by the Administrative Agent pursuant to Section 10.09 of the Credit Agreement shall also constitute notice of resignation under this Security Agreement. Upon the acceptance of any appointment as the Administrative Agent under Section 10.09 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent under this Security Agreement, and the retiring or removed Administrative Agent under this Security Agreement shall promptly (i)

transfer to such successor Administrative Agent all sums, securities and other items of any Trademark and/or License held pursuant to the terms and conditions of this Security Agreement, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under this Security Agreement, and (ii) execute and deliver to such successor Administrative Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the security interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Administrative Agent's resignation or removal, the provisions of this Security Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Security Agreement.

Section 18. The Administrative Agent's Duties. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. None of the Administrative Agent, the Lenders nor any of their respective officers, directors, attorneys, accountants, employees or agents shall be liable for failure to demand, collect or realize upon any Trademark and/or License or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trademark and/or License upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to any Trademark and/or License or any part thereof. The powers conferred on the Administrative Agent under this Security Agreement are solely to protect the Administrative Agent's interests in any Trademark and/or License and shall not impose any duty upon the Administrative Agent or any other Lender to exercise any such powers. Neither the Administrative Agent, any other Lender nor any of their respective officers, directors, attorneys, accountants, employees or agents shall be responsible to the Grantor for any act or failure to act under this Security Agreement or the Loan Documents. The Administrative Agent shall be under no duty whatsoever to make or give any presentment, notice of dishonor, protest, demand for performance, notice of non-performance, notice of intent to accelerate, notice of acceleration, or other notice or demand in connection with any of the Collateral or the Obligations, or to take any steps necessary to preserve any rights against the Grantor or other Person or ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any of the Collateral, whether or not it has or is deemed to have knowledge of such matters. The Grantor waives any right of marshaling in respect of any and all Trademarks and/or Licenses, and waives any right to require the Administrative Agent or any other Lender to proceed against the Grantor or other Person, enforce any other remedy which the Administrative Agent or any other Lender now has or may hereafter have against the Grantor or any other Person.

Section 19. Authority of the Administrative Agent. The Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Security Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for in this Security Agreement or resulting or arising out

of this Security Agreement shall, as between the Administrative Agent and the other Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

Section 20. Credit Support Document. This Security Agreement is intended to act (a) as a "Credit Support Document", as such term is defined in any Swap Agreement, with respect to each party and is made a part of the Schedule to such Swap Agreement, and shall include all Schedules thereto and all confirmations exchanged between the parties confirming the Transactions thereunder and (b) as a "transfer" under a swap agreement, made by or a swap participant, in connection with a swap agreement within the meaning of Section §546(g) of the Bankruptcy Code.

Section 21. Amendments. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be affected in writing and duly executed between the Grantor and the Administrative Agent.

Section 22. Notices, Written; Effective Date. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be effected in the manner provided in Section 11.02 of the Credit Agreement.

Section 23. Continuing Security Interest; Transfer of Interest in Obligations; Termination.

(a) This Security Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon the Grantor, its successors and assigns and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, for the ratable benefit of the Lenders. Nothing set forth in this Security Agreement or in any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Security Agreement or any other Loan Document. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefor.

(b) Upon the indefeasible payment and performance, in full, of the Obligations, the security interest granted pursuant to this Security Agreement shall terminate and all rights to the Trademarks and the Licenses shall revert to the Grantor. The Administrative Agent will, at the Grantor's expense, execute and deliver to the Grantor such other documents as the Grantor shall reasonably request to evidence such termination.

Section 24. Integration, Counterparts and Effectiveness. This Security Agreement, together with the other Loan Documents, is intended by the parties as the final, complete and exclusive statement of the transactions evidenced by this Security Agreement. All prior or contemporaneous promises, agreements and understandings, whether oral or written, are deemed to be superceded by this Security Agreement and the other Loan Documents, and no party is relying on any promise, agreement or understanding not set forth in this Security Agreement and the other Loan Documents. This Security Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or electronically in PDF of an executed counterpart of a signature page to this Security Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Administrative Agent may also require that any such documents and signatures delivered by telecopier or electronically in PDF be confirmed by a manually signed original thereof; provided, however, the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or electronically in PDF.

Section 25. Further Indemnification. The Grantor agrees to pay and to save the Administrative Agent harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Security Agreement.

Section 26. Headings. Section headings used in this Security Agreement are for convenience of reference only and shall not affect the construction of this Security Agreement.

Section 27. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.

(A) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREUNDER BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

(B) THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW JERSEY STATE COURT SITTING IN NEWARK, NEW JERSEY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW JERSEY STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE

PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(C) THE GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 27(B) OF THIS SECURITY AGREEMENT. EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(D) EACH PARTY TO THIS SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 28. WAIVER OF JURY TRIAL. THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED ON THIS SECURITY AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ADMINISTRATIVE AGENT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT THE GRANTOR SHALL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE

THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDERS TO ACCEPT THIS SECURITY AGREEMENT.

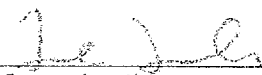
Section 29. SEVERABILITY. WHEREVER POSSIBLE, EACH PROVISION OF THIS SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW. ANY PROVISION OF THIS SECURITY AGREEMENT, OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE, THAT, FOR ANY REASON, IN WHOLE OR IN PART, IS PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL, AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS OF THIS SECURITY AGREEMENT (OR THE REMAINING PORTIONS OF SUCH PROVISION) OR THE APPLICATION THEREOF TO ANY OTHER PERSON OR CIRCUMSTANCE, AND ANY SUCH PROHIBITION OR UNENFORCEABILITY IN ANY JURISDICTION SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION (OR PORTION THEREOF) OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IN ANY OTHER JURISDICTION.

Section 30. WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered, all as of the day and year first above written.

COHNREZNICK LLP

By: 
Frank Longobardi
Chief Executive Officer

Schedule 3(a)

Schedule of Trademarks

<u>Trademark</u>	<u>Registration/Serial No.</u>
1. How are you Managing?	Reg. No. 3,296,812
2. CohnReznick (word mark)	Serial No. 85744580
3. CohnReznick (design mark)	Serial No. 85745432
4. Logo (design mark)	Serial No. 857744573

Schedule 3(b)

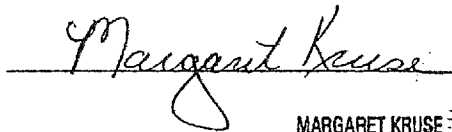
Schedule of Licenses

CohnReznick is or may be a party to certain agreements whereby it grants vendors and/or clients a limited license to utilize its trademarks, name and/or logo. Conversely, CohnReznick is or may be a party to certain agreements whereby it is granted a limited license to utilize a vendor's and/or client's trademarks, name and/or logo.

STATE OF NEW JERSEY

 Morris }ss.:
COUNTY OF ~~ESSEX~~

BE IT REMEMBERED, that on this 28th day of October, 2015, before me, the subscriber, personally appeared Frank Longobardi who acknowledged under oath, to my satisfaction, that this person is the Chief Executive Officer of CohnReznick LLP, the limited liability partnership, named in the within instrument and is authorized to sign the within instrument on behalf of the limited liability partnership; and as such officer, signed and delivered this instrument as the voluntary act and deed of the limited liability partnership, made by virtue of authority of its Partnership Agreement, for the uses and purposes set forth therein.



MARGARET KRUSE
NOTARY PUBLIC OF NEW JERSEY
ID# 2354984
My Commission Expires Jan. 29, 2017

Notary Public