

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stroz Friedberg, LLC		12/13/2012	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 33035
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40232-3035
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4137230	SCIENCE APPLIED TO SECURITY
Serial Number:	85727594	SEEK TRUTH
Serial Number:	85194383	STROZ DISCOVERY
Serial Number:	85671722	STROZ FRIEDBERG
Serial Number:	85201883	STROZ REVIEW
Serial Number:	77362341	TURNING INFORMATION INTO INTELLIGENCE.

**CORRESPONDENCE DATA**

Fax Number: 6175744112  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 617-574-3518  
 Email: smordas@goulstonstorrs.com  
 Correspondent Name: Stacey A. Mordas  
 Address Line 1: 400 Atlantic Avenue  
 Address Line 4: Boston, MASSACHUSETTS 02110-3333

OP \$165.00 4137230

**TRADEMARK**

NAME OF SUBMITTER:	Stacey Mordas
Signature:	/s/ Stacey A. Mordas
Date:	12/14/2012
<b>Total Attachments: 5</b> source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 13, 2012, is made by Stroz Friedberg, LLC, a New York limited liability company (“Grantor”), in favor of JPMorgan Chase Bank, N.A. (the “Secured Party”).

Grantor, as a borrower, the Secured Party and other loan parties thereto are entering into a Credit 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 “Credit Agreement”). In order to induce the Secured Party to enter into and extend credit to Grantor under the Credit Agreement, Grantor is entering into that certain 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, 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, 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. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of 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. 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 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.

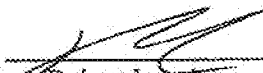
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark 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]*

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

STROZ FRIEDBERG, LLC

By:   
Name: Robert Lynch  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement in favor of JPMorgan Chase Bank, N.A.]*

**TRADEMARK**  
**REEL: 004919 FRAME: 0279**

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

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

*[Signature Page to Trademark Security Agreement in favor of JPMorgan Chase Bank, N.A.]*

**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**US TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Filing/ Registration Date</u>	<u>Owner</u>	<u>Status</u>
SCIENCE APPLIED TO SECURITY	Appl. No. 85/455,637 Reg. No. 4,137,230	Filing Date 10/25/2011 Reg. Date 5/1/2012	Stroz Friedberg, LLC	Registered (Supp. Register)
SEEK TRUTH	Appl. No. 85/727,594	Filing Date 9/12/2012	Stroz Friedberg, LLC	Pending
STROZ DISCOVERY	Appl. No. 85/194,383	Filing Date 12/9/2010	Stroz Friedberg, LLC	Abandoned
STROZ FRIEDBERG	Appl. No. 85/671,722	Filing Date 7/9/2012	Stroz Friedberg, LLC	Pending
STROZ REVIEW	Appl. No. 85/201,883 Reg. No. 4,097,991	Filing Date 12/20/2010 Reg. Date 2/14/2012	Stroz Friedberg, LLC	Registered
TURNING INFORMATION INTO INTELLIGENCE	Appl. No. 77/362,341	Filing Date 1/2/2008	Stroz Friedberg, LLC	Abandoned