

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 |
| West Monroe Partners, LLC | | 12/31/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 10 South Dearborn | | |
| Internal Address: | 11th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3625555 | CRM CLEARSIGHT | |
| Registration Number: | 4063569 | WMP | |
| Registration Number: | 3789167 | WEST MONROE PARTNERS | |
| Registration Number: | 3789166 | WEST MONROE PARTNERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774688 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (312)577-8416 | | |
| Email: | carole.dobbins@kattenlaw.com | | |
| Correspondent Name: | Carole Dobbins c/o Katten Muchin | | |
| Address Line 1: | 525 W. Monroe St. | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Carole Dobbins | | |

CH \$115.00 3625555

900243008

TRADEMARK
REEL: 004934 FRAME: 0568

| | |
|--|------------------|
| Signature: | /Carole Dobbins/ |
| Date: | 01/03/2013 |
| Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 31st day of December, 2012 by West Monroe Partners, LLC, a Delaware limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, N.A. ("Grantee");

W I T N E S S E T H

WHEREAS, pursuant to the terms of a certain Pledge and Security Agreement dated as of the date hereof between Grantor and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time in accordance with the terms thereof, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (such term and other capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), together with all proceeds thereof, to secure the payment, performance and observance of all amounts owing by Grantor under the Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment, performance and observance in full when due (whether at stated maturity, by acceleration, upon redemption or otherwise) of all Secured Obligations, whether now existing or hereafter arising, under or pursuant to the Credit Agreement and any of the other Loan Documents, Grantor hereby grants to Grantee, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringements of any Trademark and (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of the Grantee as of the date first written above.

WEST MONROE PARTNERS, LLC, a Delaware limited liability company

By: 

Name: _____

Title: Chief Financial Officer

Agreed and accepted
as of the date first written above:

CHASE
JPMORGAN BANK, N.A.

By: _____

Name: _____

Title: _____

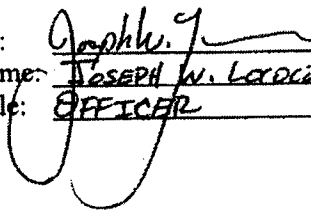
IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of the Grantee as of the date first written above.

WEST MONROE PARTNERS, LLC, a Delaware limited liability company


By: _____
Name: _____
Title: _____

Agreed and accepted
as of the date first written above:

CHASE
JPMORGAN BANK, N.A.

By:  _____
Name: JOSEPH W. LADD _____
Title: OFFICER _____

SCHEDULE 1

| Mark | Registration Number | Registration Date | Owner |
|--|----------------------------|--------------------------|---------------------------|
| CRM CLEARSIGHT | 3625555 | May 26, 2009 | West Monroe Partners, LLC |
| WMP | 4063569 | November 29, 2011 | West Monroe Partners, LLC |
|  WEST MONROE PARTNERS | 3789167 | May 18, 2010 | West Monroe Partners, LLC |
| West Monroe Partners | 3789166 | May 18, 2010 | West Monroe Partners, LLC |