

**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
Israel Berger & Associates, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
IBA Holdings, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Israel Berger & Associates of Florida, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE
Israel Berger & Associates of Nevada, LLC		12/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The PrivateBank and Trust Company, as Administrative Agent
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	a banking corporation: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85038667	IBAE ENERGY & BUILDING SCIENCES
<b>Serial Number:</b>	85038648	EMRLD

**CORRESPONDENCE DATA**

**Fax Number:** (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** (312) 609-7838  
**Email:** podonoghue@vedderprice.com  
**Correspondent Name:** Patricia O'Donoghue, Vedder Price P.C.  
**Address Line 1:** 222 North LaSalle Street  
**Address Line 2:** Suite 2500

**900178992**

**TRADEMARK  
 REEL: 004435 FRAME: 0365**

CH \$65.00 85038667

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0038-D. MANGAN
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Signature:	/Patricia O'Donoghue/
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Date:	12/16/2010
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of December, 2010 by Israel Berger & Associates, LLC, a Delaware limited liability company (the "Company"), IBA Holdings, LLC, a Delaware limited liability company ("Holdings"), Israel Berger & Associates of Florida, LLC, a Delaware limited liability company ("IBA of Florida") and Israel Berger & Associates of Nevada, LLC, a Delaware limited liability company ("IBA of Nevada"; together with Company, Holdings and IBA of Florida, collectively, the "Grantors" and each individually, a "Grantor") in favor of The PrivateBank and Trust Company, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent");

### WITNESSETH:

WHEREAS, Company, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

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, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

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

[Signature Page Follows]

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**GRANTORS:**

**ISRAEL BERGER & ASSOCIATES, LLC, a  
Delaware limited liability company**

By:  \_\_\_\_\_  
Brian Chung  
Vice President

**IBA HOLDINGS, LLC, a Delaware limited  
liability company**

By:  \_\_\_\_\_  
Brian Chung  
Vice President

**ISRAEL BERGER & ASSOCIATES OF  
FLORIDA, LLC, a Delaware limited liability  
company**

By:  \_\_\_\_\_  
Brian Chung  
Vice President

**ISRAEL BERGER & ASSOCIATES OF  
NEVADA, LLC, a Delaware limited liability  
company**

By:  \_\_\_\_\_  
Brian Chung  
Vice President

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted As of the Date  
First Written Above

**THE PRIVATEBANK AND TRUST  
COMPANY**

By:  \_\_\_\_\_  
Matthew J. Gibbons  
Managing Director

**SCHEDULE A**

**TRADEMARK/SERVICEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Owner</b>	<b>Trademark Number</b>	<b>Trademark Registration Number</b>	<b>Trademark Application Number</b>
<b>IBA ENERGY &amp; BUILDING SCIENCES &amp; Design</b>	<b>Israel Berger &amp; Associates, LLC</b>			<b>85/038,667</b>
<b>EMRLD</b>	<b>Israel Berger &amp; Associates, LLC</b>			<b>85/038,648</b>
<b>IBANV</b>	<b>Israel Berger &amp; Associates, LLC</b>		<b>E0456762006-0</b>	