

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper Gay Swett & Crawford Limited		04/16/2013	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as collateral agent		
Street Address:	1300 Thames Street, Thames Street Wharf, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4062263		
Registration Number:	4062262	CGSC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3365		
Email:	david.adams@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
Signature:	/David Adams TR/		
Date:	04/18/2013		

OP \$65.00 4062263

TRADEMARK

Total Attachments: 8

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

THIS TRADEMARK SECURITY AGREEMENT (SECOND LIEN), dated as of April 16, 2013 (this "**Agreement**"), is made among COOPER GAY SWETT & CRAWFORD LIMITED, a United Kingdom limited company located at 52 Leadenhall Street, London, EC3A 2EB, United Kingdom, (the "**Grantor**"), and MORGAN STANLEY SENIOR FUNDING, INC. ("**MSSF**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to the Credit Agreement (Second Lien), dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien Credit Agreement**"), among the Borrower, the Company, the lenders from time to time party thereto and MSSF, as administrative agent and collateral agent. Reference is further made to the U.S. Collateral Agreement (Second Lien), dated as of April 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Second Lien U.S. Collateral Agreement**"), among the grantor parties thereto, including certain Affiliates of the Grantor, and MSSF, as collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Company, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Second Lien Credit Agreement. The rules of construction specified in Section 1.02 of the Second Lien Credit Agreement also apply to this Agreement.

"**Secured Parties**" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) each counterparty to any Secured Hedging Agreement, (e) each Cash Management Bank that is party to a Secured Cash Management Agreement, and (g) each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Article VIII of the Credit Agreement.

"**Trademarks**" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark applications and registrations listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (in each case and in relation to the Company, except for any obligations which, if it were so included, would result in this Agreement contravening section 678 or 679 of the Companies Act), the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "**Security Interest**") in all

right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) All Trademarks, including those listed on Schedule I; and

(b) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademarks included in the foregoing Trademark Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Representations and Warranties. The Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

(a) The information set forth in Schedule I hereto (including the exact legal name of the Grantor and the jurisdiction of organization of the Grantor) is correct and complete in all material respects (other than the legal name and jurisdiction of organization, which are correct and complete in all respects) as of the Closing Date. As of the Closing Date, the Grantor has no ownership interest in, or title to, any United States Trademark except as set forth in Schedule I of this Agreement.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Agreement.

SECTION 5. Grantor Intent. The Grantor expressly confirms that it intends that this Agreement shall extend from time to time to any (however fundamental) variation, supplement, increase, extension or addition of or to this Agreement and/or any amount secured by this Agreement.

SECTION 6. Intercreditor. Notwithstanding anything herein to the contrary, the lien and security interest granted to MSSF, as Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by MSSF in its capacity as Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among MSSF, as First Lien Agent and Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Term. The term of this Agreement shall be co-terminus with the Second Lien Credit Agreement as its term is set forth therein.

SECTION 8. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 9. Binding Effect. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated or permitted by the this Agreement or the Second Lien Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 10. Further Assurances.

(a) The Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Trademark Collateral or any part thereof and amendments thereto that (i) indicate the Trademark Collateral as collateral subject to a security interest, and (ii) contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor. The Grantor agrees to provide such information to the Collateral Agent promptly upon reasonable request.

(b) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor in the Trademark Collateral and naming the Grantor as debtor and the Collateral Agent as secured party.

(c) The Grantor will furnish to the Collateral Agent at the time of the delivery of the financial statements provided for in Sections 5.04(a) of the First Lien Credit Agreement, a schedule setting forth any additional (i) U.S. Registered Intellectual Property owned by the Grantor or (ii) material U.S. Registered Intellectual Property (as defined in the U.S. Collateral Agreement) exclusively licensed from a third party to the Grantor, in each case, which has not been previously disclosed to the Collateral Agent, following the Closing Date (or following the date of the last supplement provided to the Collateral Agent pursuant to this Section 9), all in reasonable detail.


SECTION 11. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

EXECUTED as a DEED by

COOPER GAY SWETT & CRAWFORD LIMITED

By: 
Name: PHILIP ROCK
Title: Director

Witnessed by: TRACY RAND

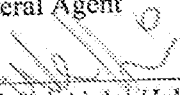
Name: TRACY RAND

Occupation: SECRETARY

Address: 39 EPPING CLOSE, ROMFORD, ESSEX. RM7 8BH

Acknowledged and Agreed by:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Nehal Abdel Hakim
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement – Cooper Gay Swett & Crawford Ltd. (Second Lien)]

TRADEMARK
REEL: 005009 FRAME: 0142

**SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

LICENSES

NONE


UNITED STATES PATENTS

NONE

UNITED STATES COPYRIGHTS

NONE

UNITED STATES TRADEMARKS:

<u>OWNER</u>	<u>JURISDICTION</u>	<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Cooper Gay Swett & Crawford Limited	England & Wales		85139914	09/28/2010	4062263	11/29/2011
Cooper Gay Swett & Crawford Limited	England & Wales	CGSC	85139903	09/28/2010	4062262	11/29/2011