

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2193615	PROGEN	
Registration Number:	2585283	EGORDIAN	
Registration Number:	2671573	E	
Registration Number:	2793269	CONSTRUCTION TASK CATALOG	
Registration Number:	2793270	CATALOG OF CONSTRUCTION TASKS	
Registration Number:	2306860	THE GORDIAN GROUP	
Registration Number:	2576053	EGORDIAN	
Registration Number:	2628007	"E"	
Registration Number:	3022712	THE STANDARD FOR JOB ORDER CONTRACTING	
Registration Number:	3572549	EZIQC	
Registration Number:	3572550	JOC COMPLETE SOLUTION	
Registration Number:	3785489	JOC UNIVERSITY	
Registration Number:	3816517	CM FIXED	
Registration Number:	3816518	THE TOOLS YOU NEED TO GET THE RESULTS YO	
Registration Number:	3816519	THE GORDIAN GROUP	
Registration Number:	4030051	JOC JOB ORDER CONTRACTING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		

OP \$415.00 2193615

TRADEMARK

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.

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 025646-0000 (GORDIAN)

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 08/25/2015

Total Attachments: 14

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, The Gordian Group, Inc., as “Grantor”, and Retiring Agent are parties to that certain trademark security agreement attached hereto as Exhibit A (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Schedule 1 thereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

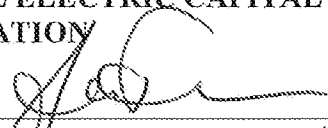
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: STEVEN FLOWERS
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

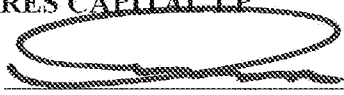
By: 
Name: DAVID BRACKETT
Title: Duly Authorized Signatory

EXHIBIT A

See attached Trademark Security Agreement dated as of May 1, 2012 and filed with the United States Patent and Trademark Office on May 1, 2012 at Reel 4768, Frame 0581.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2012 (this "Trademark Security Agreement"), is made by the entity listed on the signature pages hereof (the "Trademark Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TGG Sub, Inc., The Gordian Group, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement referred to below) (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of May 1, 2012, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Trademark Grantor is party to the Guaranty and Security Agreement pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Trademark Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of the Trademark Grantor's right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordings thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Trademark Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provision of the Guaranty and Security Agreement shall control.

Section 4. Trademark Grantor Remains Liable. The Trademark Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Trademark Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with the Trademark Grantor to execute and deliver all documents as the Trademark Grantor shall reasonably request to evidence such termination.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE GORDIAN GROUP, INC.,
as Trademark Grantor

By: 

Name: Alex Berzofsky

Title: Executive Vice President


NY12547469

THE GORDIAN GROUP, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005607 FRAME: 0211

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent


By: 
Name: Lofton Spencer
Title: Duly Authorized Signatory

NY12547469



THE GORDIAN GROUP, INC.
TRADEMARK SECURITY AGREEMENT


TRADEMARK
REEL: 005607 FRAME: 0212

TRADEMARK REGISTRATIONS

Mark	Application Date/ Registration Date	Filing Office	Application Number/ Registration Number	Status
PROGEN	August 6, 1997/ October 6, 1998	United States Patent and Trademark Office	75336919/ 2,193,615	Registered
eGordian	September 27, 2001/ June 25, 2002	United States Patent and Trademark Office	76317768/ 2,585,283	Registered
	September 27, 2001/ January 7, 2003	United States Patent and Trademark Office	76317752/ 2,671,573	Registered
Construction Task Catalog	September 5, 2002/ December 9, 2003	United States Patent and Trademark Office	76446945/ 2,793,269	Registered
Catalog of Construction Tasks	September 5, 2002/ December 9, 2003	United States Patent and Trademark Office	76446946/ 2,793,270	Registered

U.S. Service Mark Registrations

Mark	Application Date/ Registration Date	Filing Office	Application Number/ Registration Number	Status
 THE GORDIAN GROUP®	September 3, 1997/ January 11, 2000	United States Patent and Trademark Office	75351280/ 2,306,860	Registered
eGordian	August 7, 2001/ June 4, 2002	United States Patent and Trademark Office	76295950/ 2,576,053	Registered
	August 14, 2001/ October 1, 2002	United States Patent and Trademark Office	76300127/ 2,628,007	Registered
The Standard for Job Order Contracting	October 12, 2004/ December 6, 2005	United States Patent and Trademark Office	76615331/ 3,022,712	Registered

EZIQC	July 29, 2008/ February 10, 2009	United States Patent and Trademark Office	77533263/ 3,572,549	Registered
JOC Complete Solution	July 29, 2008/ July 29, 2009	United States Patent and Trademark Office	77533264/ 3,572,550	Registered
JOC University	June 27, 2008/ May 4, 2010	United States Patent and Trademark Office	77510100/ 3,785,489	Registered
CM Fixed	May 29, 2009/ July 13, 2010	United States Patent and Trademark Office	77746638/ 3,816,517	Registered
The Tools You Need To Get The Results You Want	May 28, 2009/ July 13, 2010	United States Patent and Trademark Office	77746650/ 3,816,518	Registered
The Gordian Group	April 27, 2010/ July 13, 2010	United States Patent and Trademark Office	77746654/ 3,816,519	Registered
	September 8, 2011/ September 20, 2011	United States Patent and Trademark Office	85125181/ 4,030,051	Registered

TRADEMARK APPLICATIONS

None.