

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Emerging Information Systems (USA), Inc.		08/31/2006	CORPORATION: CALIFORNIA
Emerging Information Systems Incorporated		08/31/2006	CORPORATION: MANITOBA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1097731	CAPITAL NEED ANALYSIS
Registration Number:	1107213	CAPITAL NEED ANALYSIS
Registration Number:	2316653	SHAPING A BETTER WAY TO BUY LIFE INSURANCE
Registration Number:	2424709	FNA
Registration Number:	2312261	DYNAMIC POLICY ILLUSTRATOR
Registration Number:	2373011	DYNAMIC INSURANCE SYSTEM
Registration Number:	2393496	NAVIPLAN
Registration Number:	2522646	EISI

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$215.00 1097731

Phone: 617-951-8000
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3004422/0000320653
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	10/18/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of August, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Emerging Information Systems Incorporated, a Manitoba corporation ("Parent"), Emerging Information Systems (USA), Inc., a California corporation ("Newco"), and each of Parent's other Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent and Newco, are referred to hereinafter as a "Borrower" and individually and collectively, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Wells Fargo Financial Corporation Canada, as co-agent, the Lender Group agrees to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain U.S. Security Agreement dated as of August 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "U.S. Security Agreement"); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, 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, each 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 U.S. Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such 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 I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the U.S. Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

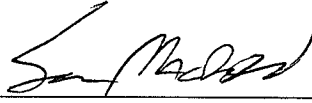
[Signature pages follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

EMERGING INFORMATION SYSTEMS (USA), INC.,
a California corporation

By: _____



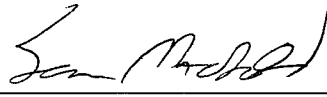
Name:

SEAN MACDONALD.

Title:

VICE PRESIDENT.

**EMERGING INFORMATION SYSTEMS
INCORPORATED**, a Manitoba corporation

By: 
Name: SEAN MACDONALD
Title: AUTHORIZED SIGNATORY

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: 

Name: Robert Stanley

Title: VP

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CTDOCS/1670132

TRADEMARK
REEL: 003411 FRAME: 0373

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications¹

EMERGING INFORMATION SYSTEMS (USA), INC.

No. 1097731 Stylized Arrow Design & words "Capital Need Analysis" (*subject to security interest granted to Vernon Publishing, Inc.*)

No. 1107213 Stylized Arrow Design & words "Capital Need Analysis" (*subject to security interest granted to Vernon Publishing, Inc.*)

No. 2316653 "Shaping a Better Way to Buy Life Insurance"

No. 2424709 "FNA"

No. 2312261 "Dynamic Policy Illustrator"

No. 2373011 "Dynamic Insurance System"

Trade Names

None.

Common Law Trademarks

"Financial Profiles"
"Profiles+"

Trademarks Not Currently In Use

None.

¹ Grantor became the owner of these U.S. registered trademarks upon its merger with Financial Profiles, Inc. on the date hereof.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications¹

EMERGING INFORMATION SYSTEMS INCORPORATED

Country	Mark	Application/ Registration No.	App/Reg Date
Canada United States	NaviPlan	TMA 491,550 2,393,496	1998-03-18 2000-10-10
Canada United States	Emerging Information Systems Incorporated	TMA 538,807 2,522,646	2000-12-18 2001-12-25
Canada	Today's Solution... Tomorrow's Direction	TMA 538,799	2000-12-18
Canada	Planning Assistant	TMA 491,312	1998-03-12
Canada	Strategy Assistant	TMA 491,662	1998-03-19

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

¹ Grantor became the owner of these U.S. registered trademarks upon its merger with Financial Profiles, Inc. on the date hereof.