

## 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
ADVENT SOFTWARE, INC.		02/14/2007	CORPORATION: DELAWARE
MICROEDGE, INC.		02/14/2007	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC., AS AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Serial Number:	78914668	ADVENT RULES MANAGER
Serial Number:	78914614	ADVENT ATTRIBUTION
Registration Number:	1490606	ADVENT SOFTWARE, INC.
Serial Number:	78480098	NOW YOU CAN TRADE YOUR WAY
Serial Number:	78763696	ADVENT APX
Registration Number:	3107811	PORTFOLIO EXCHANGE
Registration Number:	2760425	ADVENT PACKAGER
Registration Number:	2808069	ADVENT CORPORATE ACTIONS
Serial Number:	76399010	SMARTCLICK
Registration Number:	2793737	ADV ENT
Registration Number:	2675622	MYADVENT
Registration Number:	2725674	WEALTHLINE

TRADEMARK

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Registration Number:	2760872	ADVENT
Registration Number:	2678991	WEALTHLINE
Registration Number:	2785466	ADVENT OUTSOURCE
Registration Number:	2788032	ADVENT
Registration Number:	2591241	ADVENT INX
Registration Number:	2517374	ADVENT
Registration Number:	2521299	ADVENT TRUSTED NETWORK
Registration Number:	2521298	ADVENT TRUSTEDNETWORK
Registration Number:	2319075	ADVENT BROWSER REPORTING
Registration Number:	2453617	ADVENT WAREHOUSE
Registration Number:	2559183	ADVENT OFFICE
Registration Number:	2696900	REX
Registration Number:	2272795	SECOND STREET SECURITIES
Registration Number:	2288132	ADVENT PARTNER
Registration Number:	2082035	QUBE
Registration Number:	1989016	MOXY
Registration Number:	2213132	AXYS
Registration Number:	1671042	GENEVA
Registration Number:	3051748	ADVENT PORTFOLIO EXCHANGE
Registration Number:	1347405	THE PROFESSIONAL PORTFOLIO
Registration Number:	2759496	KINEXUS
Registration Number:	2747922	KINEXUS
Registration Number:	2684416	TOTAL WEALTH INTELLIGENCE
Registration Number:	2417605	ADVISORMART
Serial Number:	78721689	MICROEDGE PORTICO
Registration Number:	2816535	MICROEDGE
Registration Number:	2447267	MICROEDGE
Registration Number:	2511315	MICROEDGE
Registration Number:	2812793	ESSENTIAL GIFTS
Registration Number:	2812794	SOLUTIONS FOR EFFECTIVE GIVING
Registration Number:	2839910	GIFTS CONNECTIONS
Registration Number:	2824873	MYGIFTS
Registration Number:	2952691	REVIEWERCONNECT
Registration Number:	2073723	GIFTS
Registration Number:	2949070	DONORCENTRAL

Registration Number:	2732785	TOTAL WEALTH INTELLIGENCE
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**CORRESPONDENCE DATA**

Fax Number: (213)830-8743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

Address Line 1: 355 South Grand Avenue

Address Line 2: Suite 4400

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.322333
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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Signature:	/Kimberley A. Lathrop/
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Date:	02/15/2007
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**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 14th day of February, 2007, 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 Providers (together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated February 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto or to the Disclosure Letter, the "Credit Agreement") among **ADVENT SOFTWARE, INC.**, a Delaware corporation ("Parent") and each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and collectively, as "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

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 Providers, that certain Security Agreement dated February 14, 2007 (including all annexes, exhibits or schedules thereto or to the Disclosure Letter, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to any limitation set forth in Section 2 of the Security Agreement, each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and any Trademark licensed under any Intellectual Property License; and

(e) 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers 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. 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 Providers, pursuant to the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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. 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. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and

that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

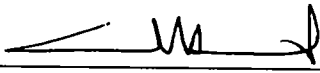
[signature page follows]

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.

**ADVENT SOFTWARE, INC.,**  
a Delaware corporation

By:   
Graham V. Smith  
Executive Vice President, Chief Financial  
Officer and Secretary

**MICROEDGE, INC.,**  
a New York corporation

By:   
Graham V. Smith  
Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation,  
as Agent

By: 

Alexander E. Hechler  
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003481 FRAME: 0711**



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Advent Software, Inc.	U.S.A.	ADVENT RULES MANAGER (Block Letters)	App. No.: 78-914668	App. Date: 06/22/06
Advent Software, Inc.	U.S.A.	ADVENT ATTRIBUTION (Block Letters)	App. No.: 78-914614	App. Date: 06/22/06
Advent Software, Inc.	U.S.A.	ADVENT SOFTWARE, INC.	Reg. No.: 1,490,606	Reg. Date: 05/31/88
Advent Software, Inc.	U.S.A.	NOW YOU CAN TRADE YOUR WAY (Block Letters)	App. No.: 78-480098	App. Date: 09/08/04
Advent Software, Inc.	U.S.A.	ADVENT APX	App. No.: 78-763696	App. Date: 11/30/05
Advent Software, Inc.	U.S.A.	PORTFOLIO EXCHANGE (Block Letters)	Reg. No.: 3,107,811	Reg. Date: 06/20/06
Advent Software, Inc.	U.S.A.	ADVENT PACKAGER	Reg. No.: 2,760,425	Reg. Date: 09/02/03
Advent Software, Inc.	U.S.A.	ADVENT CORPORATE ACTIONS	Reg. No.: 2,808,069	Reg. Date: 01/27/04
Advent Software, Inc.	U.S.A.	SMARTCLICK	App. No.: 76-399010	App. Date: 04/23/02
Advent Software, Inc.	U.S.A.	ADV ENT (and Design)	Reg. No.: 2,793,737	Reg. Date: 12/16/03
Advent Software, Inc.	U.S.A.	MYADVENT	Reg. No.: 2,675,622	Reg. Date: 01/14/03
Advent Software, Inc.	U.S.A.	WEALTHLINE	Reg. No.: 2,725,674	Reg. Date: 06/10/03
Advent Software, Inc.	U.S.A.	ADVENT	Reg. No.: 2,760,872	Reg. Date: 09/09/03
Advent Software, Inc.	U.S.A.	WEALTHLINE	Reg. No.: 2,678,991	Reg. Date: 01/21/03
Advent Software, Inc.	U.S.A.	ADVENT OUTSOURCE	Reg. No.: 2,785,466	Reg. Date: 11/25/03

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Advent Software, Inc.	U.S.A.	ADVENT	Reg. No.: 2,788,032	Reg. Date: 12/02/03
Advent Software, Inc.	U.S.A.	ADVENT INX	Reg. No.: 2,591,241	Reg. Date: 07/09/02
Advent Software, Inc.	U.S.A.	ADVENT	Reg. No.: 2,517,374	Reg. Date: 12/11/01
Advent Software, Inc.	U.S.A.	ADVENT TRUSTED NETWORK (and Design)	Reg. No.: 2,521,299	Reg. Date: 12/18/01
Advent Software, Inc.	U.S.A.	ADVENT TRUSTEDNETWORK	Reg. No.: 2,521,298	Reg. Date: 12/18/01
Advent Software, Inc.	U.S.A.	ADVENT BROWSER REPORTING	Reg. No.: 2,319,075	Reg. Date: 02/15/00
Advent Software, Inc.	U.S.A.	ADVENT WAREHOUSE	Reg. No.: 2,453,617	Reg. Date: 05/22/01
Advent Software, Inc.	U.S.A.	ADVENT OFFICE	Reg. No.: 2,559,183	Reg. Date: 04/09/02
Advent Software, Inc.	U.S.A.	REX	Reg. No.: 2,696,900	Reg. Date: 03/18/03
Advent Software, Inc.	U.S.A.	SECOND STREET SECURITIES	Reg. No.: 2,272,795	Reg. Date: 08/24/99
Advent Software, Inc.	U.S.A.	ADVENT PARTNER	Reg. No.: 2,288,132	Reg. Date: 10/19/99
Advent Software, Inc.	U.S.A.	QUBE	Reg. No.: 2,082,035	Reg. Date: 07/22/97
Advent Software, Inc.	U.S.A.	MOXY	Reg. No.: 1,989,016	Reg. Date: 07/23/96
Advent Software, Inc.	U.S.A.	AXYS	Reg. No.: 2,213,132	Reg. Date: 12/22/98
Advent Software, Inc.	U.S.A.	GENEVA	Reg. No.: 1,671,042	Reg. Date: 01/07/92
Advent Software, Inc.	U.S.A.	ADVENT PORTFOLIO EXCHANGE	Reg. No.: 3,051,748	Reg. Date: 01/24/06
Advent Technology, Inc.	U.S.A.	THE PROFESSIONAL PORTFOLIO	Reg. No.: 1,347,405	Reg. Date: 07/09/85
Kinexus Corporation	U.S.A.	KINEXUS	Reg. No.: 2,759,496	Reg. Date: 09/02/03
Kinexus Corporation	U.S.A.	KINEXUS	Reg. No.: 2,747,922	Reg. Date: 08/05/03

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Kinexus Corporation	U.S.A.	TOTAL WEALTH INTELLIGENCE	Reg. No.: 2,684,416	Reg. Date: 02/04/03
Techfi Corporation	U.S.A.	ADVISORMART	Reg. No.: 2,417,605	Reg. Date: 01/02/01
MicroEdge, Inc.	U.S.A.	MICROEDGE PORTICO (Block Letters)	App. No.: 78-721689	App. Date: 09/27/05
MicroEdge, Inc.	U.S.A.	MICROEDGE	Reg. No.: 2,816,535	Reg. Date: 02/24/04
MicroEdge, Inc.	U.S.A.	MICROEDGE (and Design)	Reg. No.: 2,447,267	Reg. Date: 05/01/01
MicroEdge, Inc.	U.S.A.	MICROEDGE (and Design)	Reg. No.: 2,511,315	Reg. Date: 11/27/01
MicroEdge, Inc.	U.S.A.	ESSENTIAL GIFTS	Reg. No.: 2,812,793	Reg. Date: 02/10/04
MicroEdge, Inc.	U.S.A.	SOLUTIONS FOR EFFECTIVE GIVING	Reg. No.: 2,812,794	Reg. Date: 02/10/04
MicroEdge, Inc.	U.S.A.	GIFTS CONNECTIONS	Reg. No.: 2,839,910	Reg. Date: 05/11/04
MicroEdge, Inc.	U.S.A.	MYGIFTS	Reg. No.: 2,824,873	Reg. Date: 03/23/04
MicroEdge, Inc.	U.S.A.	REVIEWERCONNECT	Reg. No.: 2,952,691	Reg. Date: 05/17/05
MicroEdge, Inc.	U.S.A.	GIFTS	Reg. No.: 2,073,723	Reg. Date: 06/24/97
MicroEdge, Inc.	U.S.A.	DONORCENTRAL	Reg. No.: 2,949,070	Reg. Date: 05/10/05
The Witan Group, Inc.	U.S.A.	TOTAL WEALTH INTELLIGENCE	Reg. No.: 2,732,785	Reg. Date: 07/01/03