

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
Rational Equity, LLC		05/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	1620 Dodge Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2685008	EQUITY MANAGER	
Registration Number:	3058967	EQUITY MANAGER	
Registration Number:	2627036	ONLINEQUITY	
Registration Number:	2627035	WEB EQUITY MANAGER	
CORRESPONDENCE DATA			
Fax Number:	(402)341-0216		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4023413070		
Email:	trademark@mcgrathnorth.com		
Correspondent Name:	Christopher M. Bikus		
Address Line 1:	1601 Dodge Street		
Address Line 2:	Suite 3700 First National Tower		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	FNBO/RATIONAL EQUITY		

OP \$115.00 2685008

NAME OF SUBMITTER:	Christopher M. Bikus
Signature:	/Christopher M. Bikus/
Date:	05/02/2008
Total Attachments: 5 source=FNBO-RATIONAL EQUITY-SECURITY AGREEMENT.5.2.08#page1.tif source=FNBO-RATIONAL EQUITY-SECURITY AGREEMENT.5.2.08#page2.tif source=FNBO-RATIONAL EQUITY-SECURITY AGREEMENT.5.2.08#page3.tif source=FNBO-RATIONAL EQUITY-SECURITY AGREEMENT.5.2.08#page4.tif source=FNBO-RATIONAL EQUITY-SECURITY AGREEMENT.5.2.08#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 1st day of May, 2008 by and between Rational Equity, LLC, a Delaware limited liability company ("Grantor"), and First National Bank of Omaha, a national banking association (the "Secured Party").

WHEREAS, Grantor has entered into a Credit Agreement dated of even date with this Agreement (as amended, restated and in effect from time to time, the "Credit Agreement"), with Secured Party, pursuant to which Secured Party, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to Grantor; and

WHEREAS, Grantor wishes to grant a security interest in favor of Secured Party as herein provided.

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, Grantor agrees as follows:

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

2. Grant of Security Interest. To secure the payment and performance of the obligations by Grantor under the Credit Agreement, Grantor hereby grants to the Secured Party, and hereby affirms its grant pursuant to the Security Agreement a continuing security interest in all right, title and interest of Grantor in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, patents, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those set forth on Schedule A attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The

security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Covenants. The Grantor covenants and agrees to comply with the following provisions as such provisions relate to any item of Trademark Collateral (other than items of Trademark Collateral which are not, individually or in the aggregate, material):

(a) the Grantor shall promptly notify the Secured Party if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same;

(b) in no event will the Grantor or any of its respective agents, employees, designees or licensees file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Secured Party, and upon request of the Secured Party, executes and delivers all agreements, instruments and documents as the Secured Party may reasonably request to evidence the security interest of the Secured Party in such Trademark Collateral;

(c) the Grantor will take all the necessary steps, including in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration after application) filed with respect to, and to maintain any registration of, all material items of the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that (i) dedication, abandonment or invalidation is permitted under the foregoing clause (b) or (ii) the Grantor shall either (a) reasonably and in good faith determine that any of such Trademark Collateral is of negligible economic value to the Grantor, or (b) have a valid business purpose to do otherwise); and

(d) the Grantor will promptly (but no less than quarterly) execute and deliver to the Secured Party a Trademark Security Agreement, substantially in the form of this Trademark Security Agreement following its obtaining an interest in any material trademarks, and shall execute and deliver to the Secured Party any other document required to acknowledge or register or perfect the Secured Party's interest in any part of such item of material Trademark Collateral, in each case at the request of the Secured Party.

5. Release of Liens. Upon the payment in full of the Grantor's obligations and the termination of the Secured Party's obligations to make loans under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to the Trademark Collateral, and Secured Party hereby agrees to promptly execute any recordings as may be necessary to evidence such termination in all applicable filing or recording offices.

6. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted

hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provide for therein) are incorporated by reference herein as if fully set forth herein.

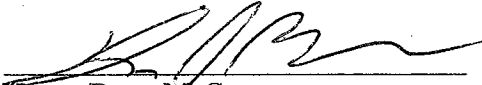
7. Due Authorization. The Grantor represents and warrants that the execution, delivery, and performance by the Grantor of this Agreement have been duly authorized by all necessary action on the part of the Grantor.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

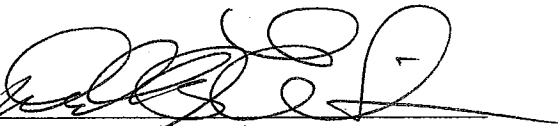
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:
Rational Equity, LLC

By: 
Name: Doug McGregor
Title: Manager

Agreed and Accepted As of the Date First Written Above

SECURED PARTY:
First National Bank of Omaha

By: 
Name: Donald L. Erikson
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>
EQUITY MANAGER	2,685,008
EQUITY MANAGER	3,058,967
ONLINEQUITY	2,627,036
WEB EQUITY MANAGER	2,627,035