

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
Confluence Technologies, Inc.		12/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mark S. Evans
Street Address:	1040 Highmont Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15232
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Jenifer Evans
Street Address:	1040 Highmont Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15232
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78542678	CLEAR PORTFOLIO
Serial Number:	77481397	EXPECT IT
Serial Number:	77322440	UNITY
Registration Number:	3144341	ACHIEVE
Registration Number:	2525149	
Registration Number:	2562958	CONFLUENCE
Registration Number:	2612318	CONFLUENCE
Registration Number:	2519420	CONFLUENCE TECHNOLOGIES

CH \$390.00 78542678

Registration Number:	3083971	DELIVER
Registration Number:	2729628	DEMAND PERFORMANCE
Registration Number:	3309151	DONE RIGHT. DONE NOW.
Registration Number:	2575158	FUNDSTATION
Registration Number:	2801072	INDEXSTREAM
Registration Number:	2627222	NAVFEED
Registration Number:	3226277	THE FUND ADMINISTRATION PLATFORM

CORRESPONDENCE DATA

Fax Number: (215)972-7677
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-751-2622
Email: jmeyer@schnader.com
Correspondent Name: James R. Meyer
Address Line 1: Schnader Harrison Segal & Lewis LLP
Address Line 2: 1600 Market Street, Suite 3600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	3010053-0007
NAME OF SUBMITTER:	Kimberly Bittinger
Signature:	/KIMBERLY BITTINGER/
Date:	01/21/2009

Total Attachments: 10

source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page1.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page2.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page3.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page4.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page5.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page6.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page7.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page8.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page9.tif
source=Security Agreement - Trademarks - Confluence Technologies to Mark and Jenifer Evans#page10.tif

THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF DECEMBER 29, 2008 (THE "SUBORDINATION AGREEMENT"), BY AND AMONG THE GRANTOR (AS DEFINED BELOW), EACH (IF ANY) OF THE OTHER SUBORDINATED CREDITORS IDENTIFIED IN SCHEDULE A THERETO, THE LENDER (AS DEFINED BELOW), AND COMERICA BANK, A TEXAS BANKING ASSOCIATION (THE "SENIOR LENDER"), TO THE INDEBTEDNESS OF THE GRANTOR PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT, DATED AS OF SEPTEMBER 25, 2007 (THE "SENIOR CREDIT AGREEMENT"), BETWEEN THE GRANTOR AND THE SENIOR LENDER, AS SUCH AGREEMENT HAS BEEN AND MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 29, 2008, is entered into by and between CONFLUENCE TECHNOLOGIES, INC., a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "Grantor"), and MARK S. EVANS and JENIFER EVANS, jointly (hereinafter, together with its successors in title and assigns, called the "Lender").

Statement of Facts

A. Pursuant to the Subordinated Secured Promissory Note, dated as of the date hereof, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "Subordinated Note"), the Lender has agreed to make a loan to the Grantor (the "Loan").

B. In order to induce the Lender to enter into the Subordinated Note and to make the Loan to the Grantor upon the terms and subject to the conditions contained in the Subordinated Note, the Grantor has agreed, upon the terms contained in the Subordinated Note and the Security Agreement (as hereinafter defined), to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as hereinafter defined).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Subordinated Note and the Security Agreement, dated as of the date hereof, by and among the Grantor, its Domestic Subsidiaries from time to time party thereto, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Subordinated Note and the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Subordinated Note and the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Subordinated Note, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Applicable Law”** means, in relation to any Person or its property, statues and rules and regulations thereunder and interpretations thereof by any Governmental Authority charged with the administration or the interpretation thereof, and orders, requests, directives, instructions and notices of Governmental Authority, in each case, applicable to or binding upon such Person or any of its property.

(b) **“Event of Default”** is defined in the Subordinated Note.

(c) **“Intellectual Property Collateral”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each Trademark, Patent and Copyright; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, (B) injury to any goodwill associated with any Trademark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, and (F) injury to any goodwill associated with any Copyright.

(d) **“Loan”**, **“Security Agreement”** and **“Subordinated Note”** shall have the meanings given to such terms in the Statement of Facts above.

(e) **“Loan Obligations”** shall mean any and all of the Obligations (as that term is defined in the Security Agreement).

(f) **“Senior Credit Agreement”, “Senior Lender” and “Subordination Agreement”** shall have the meaning given to such terms in the legend above.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein and are not otherwise defined in the Subordinated Note or the Security Agreement. References to the Subordinated Note or to the Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the principal amount thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral. Notwithstanding anything to the contrary in this Agreement, the Security Agreement or the Subordinated Note, Lender shall have no right or recourse to any damages or remedies of any kind under this Agreement, the Security Agreement or the Subordinated Note unless and until an Event of Default has occurred and is continuing.

3. **Representations and Warranties.** The Grantor represents and warrants to the Lender that, as of the date hereof, the Grantor does not have any ownership interest in, or title to, any registered Trademark, registered Patent or registered Copyright, **except** as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Lender on, the Grantor’s Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings; and, other than with respect to the security interest and Liens granted to the Senior Lender and subject to the terms of the Subordination Agreement, such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Subordinated Note and the Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Subordinated Note and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the

U.C.C. and other Applicable Law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the other Transaction Documents. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Subordinated Note and the Security Agreement, then the terms and conditions of the Subordinated Note and the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Loan Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Security Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice Of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL**

BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR TRANSACTION DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

9. Delivery by Facsimile. Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

****Signature Page to Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

CONFLUENCE TECHNOLOGIES, INC.

By: Dennis Farkos
Name: Dennis Farkos
Title: Senior Vice President
Chief Financial Officer &
Treasurer



The Lender:

MARK S. EVANS

JENIFER EVANS

****Signature Page to Intellectual Property Security Agreement****

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL
PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized
officer or other representative as of the date first set forth above.

The Grantor:

CONFLUENCE TECHNOLOGIES, INC.

By: _____

Name:

Title:

The Lender:



MARK S. EVANS



JENNIFER EVANS

****Signature Page to Intellectual Property Security Agreement****

SCHEDULE I – TRADEMARKS

A. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
See attached <u>Annex A.</u>		

B. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
See attached <u>Annex B.</u>		

C. TRADEMARK LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

Annex A

to

Schedule I

Trademark Registrations

<i>Mark</i>	<i>Reg. No</i>	<i>Date</i>
Achieve (US)	3,144,341	9/19/2006
Bisected Square Design (US)	2,525,149	1/1/2002
Confluence (US)	2,562,958	4/23/2002
Confluence plus Bisected Square Design (US)	2,612,318	8/27/2002
Confluence Technologies (US)	2,519,420	12/18/2001
Deliver (US)	3,083,971	4/18/2006
DemandPerformance (US)	2,729,628	6/24/2003
Done Right. Done Now.	3,309,151	10/9/2007
FundStation (US)	2,575,158	6/4/2002
IndexStream (US)	2,801,072	12/30/2003
NAVFeed	2,627,222	10/1/2002
The Fund Administration Platform (US)	3,226,277	4/3/2007

Annex B

to

Schedule I

Trademark Applications

<i>Mark</i>	<i>Application Number</i>	<i>Date</i>
Clear Portfolio (US)	78542678	1/5/2005
Expect It.	77481397	5/22/2008
Unity	77322440	11/6/2007