

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 |
| PFM Financial Services LLC | | | 05/11/2009 |
| | | | Entity Type |
| | | | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Susquehanna Bank, as Agent | | |
| Street Address: | 1570 Manheim Pike | | |
| City: | Lancaster | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 17604 | | |
| Entity Type: | Financial institution: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77644596 | PRUDENTPAY | |
| Registration Number: | 3595556 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (717)299-3160 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (717) 299-7254 | | |
| Email: | brettj@hublaw.com | | |
| Correspondent Name: | Brett D. Jackson, Esq. | | |
| Address Line 1: | 221 East Chestnut Street | | |
| Address Line 4: | Lancaster, PENNSYLVANIA 17602 | | |
| NAME OF SUBMITTER: | | Brett D. Jackson | |
| Signature: | | /Brett D, Jackson/ | |
| Date: | | 05/12/2009 | |

OP \$65.00 77644596

Total Attachments: 7

source=00548816#page1.tif

source=00548816#page2.tif

source=00548816#page3.tif

source=00548816#page4.tif

source=00548816#page5.tif

source=00548816#page6.tif

source=00548816#page7.tif

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 11, 2009, made by Public Financial Management, Inc., a Pennsylvania corporation ("PFM"), PFM Financial Services LLC, a Delaware limited liability company ("PFMFS"), PFM Asset Management LLC, a Delaware limited liability company ("PFMAM"), PFM Investment, LLC, a Delaware limited liability company ("PFM Investment"), PFM Fund Distributors, Inc., a Pennsylvania corporation ("PFMFD"), BondResource Partners, LP, a Delaware limited partnership ("BRPLP"), BondResource Partners, LLC, a Pennsylvania limited liability company ("BRPLLC"), and PFM Group, LLC (the "Parent") (PFM, PFMFS, PFMAM, PFM Investment, PFMFD, BRPLP, BRPLLC and the Parent being jointly and severally, the "Grantor") in favor of SUSQUEHANNA BANK, as agent for the Lenders (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit and Guaranty Agreement, dated as of May 11, 2009 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among PFM, PFMFS, PFMAM, PFM Investment (jointly and severally, the "Borrower"), and Parent, as guarantor, the various financial institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto, and the Agent, as the Agent, the Lenders have extended Commitments to make Loans to the Grantor; and

WHEREAS, PFMFD, BRPLP, and BRPLLC are each 100% owned Subsidiaries of PFMAM; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, all of the Grantor's right, title and interest in, to and under the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) whether registered or unregistered, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, 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 foreign country, including those referred to in Attachment I attached hereto;

(b) all extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) 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, including any Trademark or Trademark registration referred to in Attachment I hereto, or for any injury to the goodwill associated with the use of any such Trademark. Notwithstanding the foregoing, the Trademark Collateral shall not include, and no security interest shall be granted in, any application for registration of a Trademark filed on an intent-to-use basis until such time as a statement of use has been filed and duly accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement shall control.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or

proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

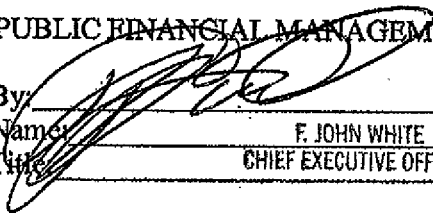
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PUBLIC FINANCIAL MANAGEMENT, INC.

By: 
Name: F. JOHN WHITE
Title: CHIEF EXECUTIVE OFFICER

PFM FINANCIAL SERVICES LLC

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: _____
Name: _____
Title: _____

PFM ASSET MANAGEMENT LLC

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: _____
Name: _____
Title: _____

PFM INVESTMENT, LLC

By: PFM Group, LLC
Its Sole Member

By: _____
Name: _____
Title: _____

[Signatures continue on following page]

{00548170.2}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PUBLIC FINANCIAL MANAGEMENT, INC.

By: _____
Name: _____
Title: _____

PFM FINANCIAL SERVICES LLC

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: Stephen Boyle
Name: Stephen Boyle
Title: SECRETARY

PFM ASSET MANAGEMENT LLC

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: Stephen Boyle
Name: Stephen Boyle
Title: SECRETARY

PFM INVESTMENT, LLC

By: PFM Group, LLC
Its Sole Member

By: Stephen Boyle
Name: Stephen Boyle
Title: SECRETARY

[Signatures continue on following page]

PFM FUND DISTRIBUTORS, INC.

By: _____
Name: _____
Title: _____

BONDRESOURCE PARTNERS, LP

By: BondResource Partners, LLC
Its General Partner

By: PFM Asset Management LLC
Its Sole Member

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: Stephen Boyle
Name: Stephen Boyle
Title: Secretary

BONDRESOURCE PARTNERS, LLC

By: PFM Asset Management LLC
Its Sole Member

By: PFM Investment, LLC
Its Sole Member

By: PFM Group, LLC
Its Sole Member

By: Stephen Boyle
Name: Stephen Boyle
Title: Secretary



PFM GROUP, LLC

By: Stephen Boyle
Name: Stephen Boyle
Title: Secretary

ATTACHMENT 1
to
Agreement
(Trademark)

Registered Trademarks and Trademark Application

Security Agreement

| Mark | Jurisdiction | Status | Reg. No./ App. No. | Reg. Date/ Filing Date |
|---|--------------|-----------------|--------------------|---------------------------|
| SWAPVIEWER | U.S. Federal | Registered | 3288735 | 9/4/07 |
| Design Only  | U.S. Federal | Pending | 77193217 | 5/30/07 |
| PRUDENTPAY | U.S. Federal | Pending | 77644596 | 1/7/09 |
| PRUDENTPAY CARD | U.S. Federal | Pending, ITU | 77113431 | 2/22/07 |
| PFM and Design  | U.S. Federal | Registered | 2628574 | 10/1/02 |

{00548179.2}

RECORDED: 05/12/2009

TRADEMARK
REEL: 003985 FRAME: 0970