

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| OPEN LINK FINANCIAL, INC. | | 12/01/2009 | CORPORATION: DELAWARE |
| OpenLink On Demand LLC | | 12/01/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Open Link GP, LLC | | 12/01/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Open Link LP, LLC | | 12/01/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| Open Link Operating Partnership, L.P. | | 12/01/2009 | LIMITED PARTNERSHIP: DELAWARE |
| Open Link Holdings, LLC | | 12/01/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | BANK OF AMERICA, N.A., as Collateral Agent |
| Street Address: | 101 N. Tryon St. |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2749531 | OPENLINK |
| Registration Number: | 2723554 | ENDUR |
| Registration Number: | 2770873 | |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

900149055

TRADEMARK
REEL: 004107 FRAME: 0603

OP \$90.00 2749531

Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

35195

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

12/03/2009

Total Attachments: 8

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TRADEMARK COLLATERAL AGREEMENT, dated as of December 1, 2009, among OLF INTERMEDIATE HOLDINGS, INC. ("Holdings"), OPEN LINK FINANCIAL, INC., OLF MERGERCO, INC., the subsidiaries of the Borrower listed on Schedule I hereto and BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of December 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Open Link Financial, Inc. (as Successor in interest to OLF MergerCo, Inc.) (the "Borrower"), OLF MergerCo, Inc. and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreements. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the other Loan Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreements and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.2 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned by such Grantor in its own name, including any of the foregoing referred to in Schedule II; and

(b) the right to obtain all renewals thereof.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OLF INTERMEDIATE HOLDINGS, INC.,

by

Name:
Title:

OPEN LINK FINANCIAL, INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

BANK OF AMERICA, N.A., as
Collateral Agent,

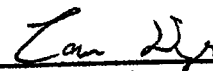
by



Name:
Title: ROBERT RITTELMAYER
VICE PRESIDENT

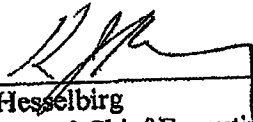
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

OLF INTERMEDIATE HOLDINGS, INC.

By: 
Name: Campbell R. Dyer
Title: Vice President and Secretary


[Signature Page to Trademark Security Agreement]

OPEN LINK FINANCIAL, INC.

By: 
Name: Kevin Hesselbirk
Title: President and Chief Executive Officer

OPENLINK ON DEMAND LLC
OPEN LINK GP, LLC
OPEN LINK LP, LLC
OPEN LINK HOLDINGS, LLC


By: OPEN LINK FINANCIAL, INC., as Sole Member

By: 
Name: Kevin Hesselbirk
Title: President and Chief Executive Officer

OPEN LINK OPERATING PARTNERSHIP, L.P.

By: OPEN LINK GP, LLC, as its General Partner

By: OPEN LINK FINANCIAL, INC., as Sole
Member

By: 
Name: Kevin Hesselbirk
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Schedule I

Subsidiary Parties

OpenLink On Demand LLC
Open Link GP, LLC
Open Link LP, LLC
Open Link Operating Partnership, L.P.
Open Link Holdings, LLC

Schedule II

Registered Trademarks

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|--------------------------------------|-------------|--------------------------------|------------------------------|------------------------|
| <u>Open Link Financial, Inc.</u> | OPENLINK | <u>2749531</u> | August 12, 2013 | August 12, 2013 |
| <u>Open Link Financial, Inc.</u> | ENDUR | <u>2723554</u> | June 10, 2013 | June 10, 2013 |
| <u>Open Link Financial, Inc.</u> | O | <u>2770873</u> | October 7, 2013 | October 7, 2013 |

[[3182399]]