

Form PTO 1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Confluence Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) February 26, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal

Address: Commercial Loan Service Ctr/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: Pennsylvania

Country: United States Zip: 15219

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Bank Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78,542,8/8

B. Trademark Registration No.(s)

3,144,541

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul D. Bangor, Jr.

Internal Address: Thorn Read & Armstrong, LLP

One Oxford Centre, 14th Floor

Street Address: 301 Grant Street

City: Pittsburgh

State: Pennsylvania Zip: 15219

Phone Number: 412 394 7767

Fax Number: 412 394 2555

Email Address: trap@thornread.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 560.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 70 0887

Authorized User Name Paul D. Bangor, Jr.

9. Signature:

Paul D. Bangor, Jr.
Signature

3.8.2010
Date

Paul D. Bangor, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$340.00 200888 78542678

Addendum to U.S. Trademark Recordation form Coversheet for Recording
Notice of Security Interest in U.S. Trademarks -- executed on February 26, 2010

4. B Additional Trademark Registration Nos.

2,525,149
2,562,958
2,612,318
2,519,420
3,083,971
3,309,151
3,702,691
2,562,958
2,801,072
2,627,222
3,226,277
3,715,284

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Confluence Technologies, Inc., a Delaware corporation ("Borrower"), has adopted, used and is using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to a certain Credit Agreement, dated of even date herewith, by and between the Borrower and PNC Bank, National Association (the "Bank") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Borrower has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (as amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Bank; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Bank, a mortgage on, pledge of and security interest in, all right, title and interest of the Borrower in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower does hereby further grant to the Bank a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.


The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the mortgage on, pledge of and security interest the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 249 Fifth Avenue, One PNC Plaza, Pittsburgh, Pennsylvania 15222.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Notice of Security Interest to be duly executed on the 26th day of February, 2010 as a document under seal. To be effective as of March 2, 2010.

WITNESS:



Confluence Technologies, Inc.

By:  

Name: Kirk Botula
Title: Executive Vice President & Chief Operating Officer

[ONLY NECESSARY IF EXECUTED OUTSIDE CLOSING]

ACKNOWLEDGMENT

STATE/Commonwealth of Pennsylvania)
COUNTY OF Allegheny) SS:

On this, the 26 day of February, 2010, before me, a Notary Public, the undersigned officer, personally appeared Rink Botka who acknowledged himself/herself to be the EXEC VICE COO of Confluence Technologies, Inc., a Delaware corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dracell E. Jones
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dracell E. Jones, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 15, 2013
Member, Pennsylvania Association of Notaries

My Commission Expires:

Schedule ATrademarks

Trademark Registrations

Mark	Reg. No	Date
Achieve (US)	3,144,341	9/19/2006
Bisected Square Design (US)	2,525,149	1/1/2002
Clear Portfolio (EU)	004514171	6/29/2005
Confluence (US)	2,562,958	4/23/2002
Confluence (Canada)	TMA 614,130	7/6/2004
Confluence (EU)	002216901	1/3/2008
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
Done Right. Done Now.	3,309,151	10/9/2007
Expect It (US)	3,702,691	10/27/2009
FundStation (US)	2,562,958	6/4/2002
FundStation (EU)	002215606	5/15/2001
FundStation (Canada)	TMA 614,972	7/16/2004
IndexStream (US)	2,801,072	12/30/2003
IndexStream (EU)	003009271	11/4/2004
NAVFeed	2,627,222	10/1/2002
The Fund Administration Platform (US)	3,226,277	4/3/2007
Unity (US)	3,715,284	11/24/2009

SCHEDULE A
(continued)

Trademark Applications

Mark	Application Number	Date
Clear Portfolio (US)	78542678	1/5/2005
Unity (EU)	006886287	5/6/2008