

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
Pivot, Inc.		08/05/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WF Fund III Limited Partnership (d/b/a Wellington Financial LP and Wellington Financial Fund III)
Street Address:	161 Bay Street
Internal Address:	Suite 2520
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: MANITOBA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3578985	PIVOT 360°
Registration Number:	3569229	PIV T
Registration Number:	3578687	PIVOT 360
Registration Number:	3569048	IM TRADER
Registration Number:	3559816	PIVOT POINTS
Registration Number:	3559815	THE POINT WHERE INFORMATION MEETS LIQUIDITY
Registration Number:	3569041	PIVOT
Registration Number:	3569040	IMTRADER

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172485000
 Email: kschoff@choate.com

900176447

**TRADEMARK
 REEL: 004422 FRAME: 0178**

OP \$215.00 3578985

Correspondent Name: Choate, Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009260-0006

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Kell L. Schoff

Signature: /Kell L. Schoff/

Date: 11/29/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 5, 2010, by and between PIVOT, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor") and WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and between the Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain term loans and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, Grantor agrees, for the benefit of the Secured 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 Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Secured Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such 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, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I 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 such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

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

SECTION 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. The Loan and Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Secured Obligations and the termination of the Secured Parties’ obligations to provide Loans under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. 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 Loan and 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. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

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.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GRANTOR

PIVOT, INC.

By: _____
Name: John H. Eley
Title: CEO




SECURED PARTY:

WF FUND III LIMITED PARTNERSHIP (c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND III)

By: 
Name: *Craig Metterfield*
Title: *Senior Vice-President*

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status/Comments</u>
 PIVOT 360° & Design	77/394,907	February 12, 2008	3,578,985	February 24, 2009	Registered No liens have been recorded against this mark.
 PIVOT & Design	77/394,850	February 12, 2008	3,569,229	February 3, 2009	Registered No liens have been recorded against this mark.
PIVOT 360	77/341,473	November 30, 2007	3,578,687	February 24, 2009	Registered No liens have been recorded against this mark.
 IM TRADER (Stylized)	77/340,467	November 29, 2007	3,569,048	February 3, 2009	Registered No liens have been recorded against this mark.
PIVOT POINTS	77/340,433	November 29, 2007	3,559,816	January 13, 2009	Registered No liens have been recorded against this mark.
THE POINT WHERE INFORMATION MEETS LIQUIDITY	77/340,409	November 29, 2007	3,559,815	January 13, 2009	Registered No liens have been recorded against this mark.
PIVOT	77/339,334	November 28, 2007	3,569,041	February 3, 2009	Registered No liens have been recorded against this mark.
IMTRADER	77/339,316	November 28, 2007	3,569,040	February 3, 2009	Registered No liens have been recorded against this mark.

SCHEDULE I
to Trademark Security Agreement

Pending Trademark Applications

None

Trademark Applications in Preparation

None

Item B. Trademark Licenses

None