

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
Zephyr Associates, Inc.		12/29/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	6200 Poplar Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3797037	ZEPHYR ASSOCIATES, INC.	
Registration Number:	3797106	ZEPHYR ONDEMAND	
Registration Number:	3791197	ZEPHYR AUTOMATIONPACKAGE	
Registration Number:	3846105	ZEPHYR ASSOCIATES, INC. STYLEADVISOR	
Registration Number:	3890856	ZEPHYR	
Registration Number:	3829169	ZEPHYR ASSOCIATES, INC. ALLOCATIONADVISOR	
Registration Number:	2908966	COMPOSITEADVISOR	
Registration Number:	2631268	ZEPHYR ASSOCIATES	
Registration Number:	2017606	STYLEADVISOR	
CORRESPONDENCE DATA			
Fax Number:	(901)680-7201		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(901) 680-7271		
Email:	trademark.docket@butlersnow.com		
Correspondent Name:	James D. Montgomery		

900183602

TRADEMARK
 REEL: 004471 FRAME: 0147

CH \$240.00 3797037

Address Line 1: P.O. Box 171443
Address Line 4: Memphis, TENNESSEE 38187

ATTORNEY DOCKET NUMBER:	021813.72951
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NAME OF SUBMITTER:	James D. Montgomery
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Signature:	/James D. Montgomery/
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Date:	02/08/2011
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Total Attachments: 3 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2010, is between ZEPHYR ASSOCIATES, INC. ("Grantor") and REGIONS BANK, an Alabama banking corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Grantee, pursuant to which Grantor has granted to the Grantee, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademarks licenses, and all products and proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 29th day of December, 2010.

ZEPHYR ASSOCIATES, INC.

By: [Signature]
Name: Cecil E. Conroy III
Title: Vice President CFO

Acknowledged:

REGIONS BANK

By: C. Blake Elliott
Name: C. Blake Elliott
Title: VICE PRESIDENT

SCHEDULE 1

COUNTRY	MARK	REGISTRATION NUMBER	OWNER
UNITED STATES	ZEPHYR ASSOCIATES, INC. & DES	3,797,037	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR ONDEMAND (WORD MARK)	3,797,106	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR AUTOMATIONPACKAGE (WORD MARK)	3,791,197	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR ASSOCIATES, INC. STYLEADVISOR & DES	3,846,105	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR (WORD MARK)	3,890,856	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR ASSOCIATES, INC. ALLOCATION ADVISOR & DES	3,829,169	ZEPHYR ASSOCIATES, INC.
UNITED STATES	COMPOSITEADVISOR (WORD MARK)	2,908,966	ZEPHYR ASSOCIATES, INC.
UNITED STATES	ZEPHYR ASSOCIATES (WORD MARK)	2,631,268	ZEPHYR ASSOCIATES, INC.
UNITED STATES	STYLEADVISOR (WORD MARK)	2,017,606	ZEPHYR ASSOCIATES, INC.

Memphis 1921739v2