

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Emerging Information Systems (USA), Inc.</td> <td></td> <td>01/31/2011</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Emerging Information Systems Incorporated</td> <td></td> <td>01/31/2011</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Emerging Information Systems (USA), Inc.		01/31/2011	CORPORATION: CALIFORNIA	Emerging Information Systems Incorporated		01/31/2011	CORPORATION: CANADA		
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Emerging Information Systems (USA), Inc.		01/31/2011	CORPORATION: CALIFORNIA														
Emerging Information Systems Incorporated		01/31/2011	CORPORATION: CANADA														
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>Wells Fargo Capital Finance, LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>One Boston Place</td> </tr> <tr> <td>Internal Address:</td> <td>18th Floor</td> </tr> <tr> <td>City:</td> <td>Boston</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02108</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Wells Fargo Capital Finance, LLC, as Agent	Street Address:	One Boston Place	Internal Address:	18th Floor	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02108	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Wells Fargo Capital Finance, LLC, as Agent																
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PROPERTY NUMBERS Total: 2																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2393496</td> <td>NAVIPLAN</td> </tr> <tr> <td>Registration Number:</td> <td>2522646</td> <td>EISI</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2393496	NAVIPLAN	Registration Number:	2522646	EISI					
Property Type	Number	Word Mark															
Registration Number:	2393496	NAVIPLAN															
Registration Number:	2522646	EISI															
CORRESPONDENCE DATA																	
<p>Fax Number: (617)951-8736</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 617-951-8000</p> <p>Email: eileen.sullivan@bingham.com</p> <p>Correspondent Name: Eileen Sullivan</p> <p>Address Line 1: Bingham McCutchen LLP</p> <p>Address Line 2: One Federal Street</p> <p>Address Line 4: Boston, MASSACHUSETTS 02110</p>																	
ATTORNEY DOCKET NUMBER:	2393496-AMENDED																

OP \$65.00 2393496

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TRADEMARK  
REEL: 004479 FRAME: 0630

NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	02/16/2011
<p>Total Attachments: 6 source=AR_Trademark#page1.tif source=AR_Trademark#page2.tif source=AR_Trademark#page3.tif source=AR_Trademark#page4.tif source=AR_Trademark#page5.tif source=AR_Trademark#page6.tif</p>	

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Emerging Information Systems Incorporated, a Manitoba corporation ("Parent"), Emerging Information Systems (USA), Inc., a California corporation ("EISI USA"), and each of Parent's other Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent and Newco, are referred to hereinafter as a "Borrower" and individually and collectively, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Wells Fargo Foothill Canada ULC, as co-agent, the Lender Group agrees to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Grantors have entered into that certain Trademark Security Agreement, dated as of August 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"), in favor of the Agent;

WHEREAS, the Grantors now wish to amend and restate the Original Trademark Security Agreement for the benefit of the Agent;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Amended and Restated U.S. Security Agreement dated as of January 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "U.S. Security Agreement"); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the U.S. Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


8. TRANSITIONAL ARRANGEMENTS. This Trademark Security Agreement shall amend and restate in its entirety the Original Trademark Security Agreement on the date hereof. On the date hereof, all of the rights and obligations of the respective parties under the Original Trademark Security Agreement shall be subsumed within and governed by this Trademark Security Agreement; provided, that the provisions of the Original Trademark Security Agreement shall remain in full force and effect prior to the date hereof.

[Signature pages follow]

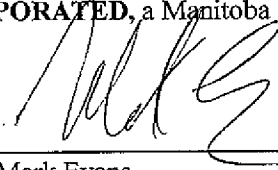
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**EMERGING INFORMATION SYSTEMS (USA), INC.**  
a California corporation

By:   
Name: Geoffrey Crysdale  
Title: Executive Vice-President & COO

**EMERGING INFORMATION SYSTEMS  
INCORPORATED**, a Manitoba corporation

By:   
Name: Mark Evans  
Title: President & CEO

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**EMERGING INFORMATION SYSTEMS (USA), INC.**  
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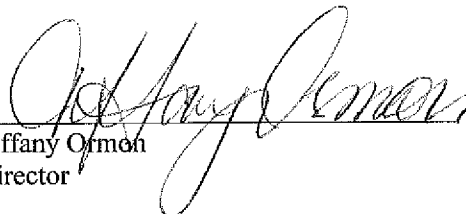
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMERGING INFORMATION SYSTEMS  
INCORPORATED**, a Manitoba corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware  
limited liability company

By:   
Name: Tiffany Ormon  
Title: Director

SCHEDULE I  
to

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**EMERGING INFORMATION SYSTEMS (USA), INC.**

**Trademark Registrations / Applications<sup>1</sup>**

None.

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently in Use**

None.

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<sup>1</sup> Certain registered Trademarks that were assigned to Parent or EISI USA as part of the Financial Profiles, Inc. acquisition in August 2006 have since been cancelled or expired as neither Parent nor EISI USA have made use of such Trademarks since the acquisition.

SCHEDULE I  
to

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**EMERGING INFORMATION SYSTEMS INCORPORATED**

**Trademark Registrations / Applications**

Country	Mark	Application / Registration No.	Application / Registration Date
Canada United States	NaviPlan	TMA 491,550 2,393,496	1998-03-18 2000-10-10
Canada United States	EISI	TMA 538,807 2,522,646	2000-12-18 2001-12-25
Canada	Today's Solution... Tomorrow's Direction	TMA 538,799	2000-12-18
Canada	Planning Assistant	TMA 491,312	1998-03-12
Canada	Strategy Assistant	TMA 491,662	1998-03-19

**Trade Names**

None.

**Common Law Trademarks**

“Profiles”  
“Profiles Professional”  
“Profiles Forecaster”  
“Advice Fusion”

**Trademarks Not Currently in Use**

None.