

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OPEN LINK FINANCIAL, INC.		04/27/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	101 N. TRYON ST.		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2749531	OPENLINK	
Registration Number:	2723554	ENDUR	
Registration Number:	2770873		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	36866		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

OP \$90.00 2749531

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**TRADEMARK**  
 REEL: 004531 FRAME: 0565

Signature:	/pja/
Date:	04/29/2011
Total Attachments: 10 source=36866#page1.tif source=36866#page2.tif source=36866#page3.tif source=36866#page4.tif source=36866#page5.tif source=36866#page6.tif source=36866#page7.tif source=36866#page8.tif source=36866#page9.tif source=36866#page10.tif	

### 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):**

OPEN LINK FINANCIAL, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) APRIL 27, 2011

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

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

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 101 N. TRYON ST.

City: CHARLOTTE

State: NC

Country: USA                              Zip: 28255

- Association      Citizenship USA  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)  
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE

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: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD                              Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

3

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

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

April 27, 2011

Date

DongHwa Kim

Name of Person Signing

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

10

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 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Dated April 27, 2011

From

The Grantor referred to herein

as Grantor

to

BANK OF AMERICA, N.A.

as Administrative Agent

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated April 27, 2011, is made by Open Link Financial, Inc. (the “*Grantor*”) in favor of Bank of America, N.A., as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Open Link Financial, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of April 27, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with OLF Intermediate Holdings, Inc., a Delaware corporation (“*Holdings*”), Bank of America, N.A., as the Swing Line Lender, an L/C Issuer and the Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated April 27, 2011 made by the Grantor, Holdings, Openlink On Demand LLC and Open Link Holdings, LLC to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and the Grantor has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

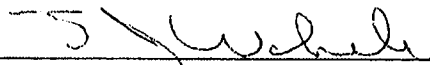
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

OPEN LINK FINANCIAL, INC.

By   
Name: Thomas Wakely  
Title: Treasurer and Chief Financial Officer



Accepted and agreed as of the date first  
above written:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By 

Name:

Title:

**Laura Warner**  
**Director**

[Intellectual Property Security Agreement]

[[3280463]]

**TRADEMARK**  
**REEL: 004531 FRAME: 0573**

Patents and Patent Applications

None.

Registered Trademarks

<u>Registered Owner</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Open Link Financial, Inc.	2749531	OPENLINK	August 12, 2003	August 12, 2013
Open Link Financial, Inc.	2723554	ENDUR	June 10, 2003	June 10, 2013
Open Link Financial, Inc.	2770873	O	October 7, 2003	October 7, 2013

Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>
Open Link Financial, Inc.	ABACUS SYSTEM	TX 4-344-709