

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
ZYWAVE, INC.		11/10/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3819037	AGENCYFUEL
Registration Number:	2507442	BROKER BRIEFCASE
Registration Number:	2659808	DECISION MASTER
Registration Number:	2978886	HRCONNECTION
Registration Number:	2571896	MYWAVE
Registration Number:	3194103	MYWAVEHR
Registration Number:	3604912	MYWAVE ELEMENTS
Registration Number:	3208309	MYWAVEOSHA
Registration Number:	3194107	MYWAVEPORTAL
Registration Number:	3194102	MYWAVERM
Registration Number:	3328119	PLANADVISOR
Registration Number:	2865680	RALLE
Registration Number:	3803788	SALESPULSE
Registration Number:	3266398	ZYPAL

OP \$390.00 3819037

Registration Number: 2471937 ZYWAVE

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.112

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 11/10/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of November 10, 2011, among ZYWAVE, INC., a Wisconsin corporation ("Grantor") in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Joint Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, EISI LLC, a Delaware limited liability company, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor and Administrative Agent and (b) to the extent applicable, this 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, 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 Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, the Hedging Liability, and Funds Transfer and Deposit Account Liability, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on 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; and

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

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

ZYWAVE, INC.

By: 
Name: Joe Gibson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By _____
Name
Title

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

ZYWAVE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By Gregory F. Tomczyk
Name Gregory F. Tomczyk
Title Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Trademark	Country	Application No.	Filing Date	Registration Number	Registration Date
ZYWave, Inc.	AGENCY FUEL	United States	77/543514	8/11/2008	3819037	7/13/2010
ZYWave, Inc.	BROKER BRIEFCASE	United States	75/540752	8/20/1998	2507442	11/13/2001
ZYWave, Inc.	DECISION MASTER	United States	75/516195	7/9/1998	2659808	12/10/2002
ZYWave, Inc.	HRCONNECTI ON	United States	78/257130	6/2/2003	2978886	7/26/2005
ZYWave, Inc.	MYWAVE	United States	75/773003	8/11/1999	2571896	5/21/2002
ZYWave, Inc.	MYWAVEHR	United States	78/846519	3/27/2006	3194103	1/2/2007
ZYWave, Inc.	MYWAVE ELEMENTS	United States	77/229035	7/13/2007	3604912	4/14/2009
ZYWave, Inc.	MYWAVEOSH A	United States	78/847646	3/28/2006	3208309	2/13/2007
ZYWave, Inc.	MYWAVEPOR TAL	United States	78/847670	3/28/2006	3194107	1/2/2007
ZYWave, Inc.	MYWAVERM	United States	78/846507	3/27/2006	3194102	1/2/2007
ZYWave, Inc.	PLANADVISOR	United States (Supp.)	78/624126	5/2/2005	3328119	10/30/2007
ZYWave, Inc.	RALLE	United States	78/158855	8/28/2002	2865680	7/20/2004
ZYWave, Inc.	SALESPULSE	United States	77/491569	6/5/2008	3803788	6/15/2010

Grantor	Trademark	Country	Application No.	Filing Date	Registration Number	Registration Date
ZYWave, Inc.	ZYPAL	United States	78/814757	2/14/2006	3266398	7/17/2007
ZYWave, Inc.	ZYWAVE	United States	75/516160	7/9/1998	2471937	7/24/2001

TRADEMARK APPLICATIONS

None