

## 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
A.S.A.P. Advisor Services, Inc.		01/30/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3130484	MANAGERQUEST	
Registration Number:	3829235	HEDGEQUEST	
Registration Number:	4073487	A.S.A.P.	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	104193		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 3130484

Signature:	/jep/
Date:	02/22/2012
Total Attachments: 7 source=2-22-12 A.S.A.P. Advisor Service-TM#page1.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page2.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page3.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page4.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page5.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page6.tif source=2-22-12 A.S.A.P. Advisor Service-TM#page7.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):**

A.S.A.P. ADVISOR SERVICES, INC.

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 30, 2012

- 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: Silicon Valley Bank

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

Address: HG 150

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA                              Zip: 95054

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship CA  
 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)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: \_\_\_\_\_

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

3

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

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

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

**9. Signature:**

\_\_\_\_\_  
 Signature

2/22/12  
 Date

\_\_\_\_\_  
 Name of Person Signing

Lisa A. Cobbett

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

7

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

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2012, is entered into by and between **A.S.A.P. ADVISOR SERVICES, INC.**, a New York corporation ("**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as administrative agent (together with its successors, in such capacity, the "**Administrative Agent**") for its own benefit and the benefit of the banks and other financial institutions or entities from time to time party to the Credit Agreement (as defined below) (the "**Lenders**").

### W I T N E S S E T H :

A. Reference is made to a certain Credit Agreement dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), by and among **EVESTMENT ALLIANCE HOLDINGS, LLC**, a Georgia limited liability company ("**eVestment Holdings LLC**"), **EVESTMENT ALLIANCE, LLC**, a Georgia limited liability company ("**eVestment Alliance**"), **EA DATA AUTOMATION SERVICES, LLC**, a Georgia limited liability company ("**eA Data**"), **EA GLOBAL DATA SERVICES, LLC**, a Georgia limited liability company ("**eA Global**"), **EA INTELLECTUAL PROPERTY HOLDINGS, LLC**, a Georgia limited liability company ("**eA IP**") and **CHANNEL CAPITAL GROUP INC.**, a Delaware corporation ("**Channel Capital**"; and together with LLC, eVestment Alliance, eA Data, eA Global and eA IP, individually and collectively, jointly and severally, the "**Existing Borrower**"), **EVESTMENT ALLIANCE HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), as a Guarantor, the Administrative Agent, **SVB** as issuing lender (in such capacity, the "**Issuing Lender**"), **SVB** as swingline lender (in such capacity, the "**Swingline Lender**") and the Lenders.

B. Reference is further made to that certain Guarantee and Collateral Agreement, dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Existing Grantors and the Administrative Agent to which the New Grantor joined as a Grantor pursuant to that certain Assumption Agreement dated as of even date (the "**Assumption Agreement**") by the New Grantor in favor of the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

C. Pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security

interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Scott McCarty  
Title: Vice President

Address of Assignee:

Silicon Valley Bank  
3353 Peachtree Road, NE, Suite M-10  
Atlanta, Georgia 30326  
Attention: Mr. Scott McCarty  
Fax: (404) 467-4467  
Email: smccarty@svb.com

GRANTOR:

**A.S.A.P. ADVISOR SERVICES, INC.**

By: 

Name: James E. Minnick, II

Title: Chief Executive Officer

Address of Grantor:

5000 Olde Towne Parkway

Suite 100

Marietta, Georgia 30068

Attention: General Counsel

Fax.: \_\_\_\_\_

E-mail: [gluciani@evestment.com](mailto:gluciani@evestment.com)

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004721 FRAME: 0115**



Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Registrant</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A.S.A.P. Advisor Services, Inc.	MANAGERQUEST	3,130,484	August 15, 2006
A.S.A.P. Advisor Services, Inc.	HEDGEQUEST	3,829,235	August 3, 2010
A.S.A.P. Advisor Services, Inc.	A.S.A.P.	4,073,487	December 20, 2011

Applications of Registration of Trademarks

1403659.2