

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVISTA SOLUTIONS, INC.		05/03/2012	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA, as Security Agent		
Street Address:	40 King Street West		
Internal Address:	62nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5W 2X6		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3288013	AVISTA SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3102291972		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-788-1272		
Email:	jehrich@kayescholer.com		
Correspondent Name:	Kaye Scholer LLP Attn: Judi Ehrlich		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	17th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	1654 J. EHRlich		
DOMESTIC REPRESENTATIVE			

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Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Judi Ehrlich

Signature:

/s/ Judi Ehrlich

Date:

05/04/2012

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 3, 2012, is made by AVISTA SOLUTIONS, INC., a South Carolina corporation ("Granting Party"), to THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as security agent for and on behalf of the Finance Parties (as defined in the Security Sharing Agreement) (in such capacity, together with its successors and assigns, "Security Agent").

### PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other "Debtors" (as defined therein) and Security Agent are parties to that certain Omnibus U.S. General Security Agreement, dated as of April 12, 2011 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Security Agent therein, the Security Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Security Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Secured Obligations (as defined in the Security Sharing Agreement), Granting Party hereby grants to the Security Agent, for and on behalf of and for the benefit of itself and each of the other Finance Parties, a continuing security interest in and continuing lien on, its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all Trademarks, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 1.6 OF THE SECURITY AGREEMENT (WHICH SECTION 1.6 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

[Remainder of page intentionally left blank.]

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

AVISTA SOLUTIONS, INC.

By: David A. Caldwell  
Name: David A. Caldwell  
Title: Managing Director, Corporate Development

**Exhibit A**

**Trademarks**

<b>Trademarks</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No (App. No.)</b>	<b>Owner</b>	<b>Status</b>
AVISTA SOLUTIONS (STYLIZED)	9/4/2007 (3/22/2006)	3,288,013	Avista Solutions, Inc.	Live