

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
Stratford Advisory Group, Inc.		05/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	5th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5g2C2		
Entity Type:	Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1754191	STRATFORD ADVISORY GROUP	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172613100		
Email:	tmboston@klgates.com		
Correspondent Name:	K&L Gates LLP Attn: Phi Lan Tinsley		
Address Line 1:	State Street Financial Ctr.		
Address Line 2:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	0525451.00004		
DOMESTIC REPRESENTATIVE			
Name:	K&L Gates LLP Attn: Phi Lan Tinsley		

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Address Line 1: State Street Financial Center
Address Line 2: One Lincoln Street
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Phi Lan Tinsley
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Signature:	/philan tinsley/
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Date:	06/01/2012
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Total Attachments: 3 source=Security Interest CA#page1.tif source=Security Interest CA#page2.tif source=Security Interest CA#page3.tif

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“AGREEMENT”), EFFECTIVE AS OF MAY 9, 2012 IS MADE BY STRATFORD ADVISORY GROUP, INC., A CORPORATION INCORPORATED IN THE STATE OF DELAWARE (“GRANTOR”), AND CANADIAN IMPERIAL BANK OF COMMERCE (“SECURED PARTY”).


Grantor has executed and delivered a Security Agreement, dated as of May 9, 2012 in favor of Secured Party (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”). Grantor has pledged and granted to Secured Party a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:


1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Loan Agreement referred to therein.
2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, all of Grantor’s right, title and interest in, to and under the Trademarks described on Schedule A hereto (collectively, the “Collateral”), to Secured Party to secure payment, performance and observance of the Secured Obligations.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STRATFORD ADVISORY GROUP, INC.

By: 
Name: Thomas H. Dault
Title: President

CANADIAN IMPERIAL BANK OF
COMMERCE

By: 
Name: Tim Friesen
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

SCHEDULE A

U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. registered trademark "Stratford Advisory Group" number 1754191.