

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
FT J FUNDCHOICE, L.L.C.		07/17/2012	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL PARTNERS FUND LP, AS ADMINISTRATIVE AGENT		
Street Address:	311 SOUTH WACKER DRIVE		
Internal Address:	SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2763387	FTJ FUNDCHOICE	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		
Date:	07/18/2012		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2012, is made by F T J FUNDCHOICE, L.L.C., a Missouri limited liability company ("Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP ("Monroe Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for itself and the other Lenders, for the benefit of the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 17, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among Grantor, FundChoice Investment Holdings, LLC, a Delaware limited liability company ("Holdings"), the Administrative Agent, the Lenders and Modern Bank, N.A., as Revolver Servicing Agent for certain Lenders, the Lenders have severally agreed to make loans and other extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has executed and delivered in favor of the Administrative Agent for the benefit of the Lenders a certain Guaranty and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Guaranty and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in all of the Trademark Collateral (as such term is defined below); and

WHEREAS, Lenders have required, as a condition, among others, to the making of any such extensions of credit, that Grantor execute and deliver this Agreement to Administrative Agent for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lender, the Administrative Agent and the Revolver Servicing Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used above and elsewhere in this Trademark Security Agreement but not defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Lenders, and grants to Administrative Agent for the benefit of the Lenders

a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing in no event shall Trademarks include any application for registration of a Trademark filed with the United States Patent and Trademark Office (the "USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY

THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO
CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH
STATE.

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

F T J FUNDCHOICE, L.L.C., a Missouri
limited liability company

By: 
Name: Dean W. Cook
Title: President

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

MONROE CAPITAL PARTNERS FUND LP,
as Administrative Agent

By: _____

Name: Jeffrey K. Williams

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004823 FRAME: 0606

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date
FTJ FUNDCHOICE	2763387	September 16, 2003

2. TRADEMARK APPLICATIONS

None.

3. INTELLECTUAL PROPERTY P LICENSES

None.