

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			
Vesta Partners, LLC			12/01/2012
		LIMITED LIABILITY COMPANY: CONNECTICUT	
RECEIVING PARTY DATA			
Name:		Webster Bank, N.A.	
Street Address:		100 Franklin Street	
City:		Boston	
State/Country:		MASSACHUSETTS	
Postal Code:		02110	
Entity Type:		National Association: UNITED STATES	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		4009972	QMC
CORRESPONDENCE DATA			
Fax Number:		6175024041	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		6172484041	
Email:		rchase@choate.com	
Correspondent Name:		Rachel Chase	
Address Line 1:		Two International Place	
Address Line 2:		Choate, Hall & Stewart	
Address Line 4:		Boston, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:		2004945-0023	
NAME OF SUBMITTER:		Rachel Chase	
Signature:		/rsc/	

OP \$40.00 4009972

Date:

12/03/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2012, is entered into by and among Vesta Partners, LLC, a Connecticut limited liability company (the "Grantor") and (a) Webster Bank, N.A., as administrative agent (the "US Administrative Agent") for itself and the other lending institutions (collectively, the "US Lenders") which are or may become parties to the US Credit Agreement referred to below (in such capacity, the "US Secured Party") and (b) Webster Bank, N.A., as administrative agent (the "Canadian Administrative Agent") for itself and the other lending institutions (collectively, the "Canadian Lenders") which are or may become parties to the Canadian Credit Agreement referred to below (in such capacity, the "Canadian Secured Party"); the US Secured Party and the Canadian Secured Party shall hereinafter be collectively referred to as the "Secured Parties" and each a "Secured Party").

Statement of Facts

A. Pursuant to (a) the Credit Agreement, dated as of the date hereof, by and among DeyFischer Consulting Inc., a Delaware corporation and Vesta Partners, Inc. (the "US Borrowers"), the financial institutions from time to time party thereto as Lenders thereunder (the "US Lenders"), and the US Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "US Credit Agreement"), the US Lenders have agreed to make the Loans (as defined in the US Credit Agreement) to US the Borrowers and the obligations thereunder are guaranteed by the Grantor; and (b) the Credit Agreement dated as of the date hereof by and among VPC Acquisition Inc. (the "Canadian Borrower"), the Canadian Lenders and the Canadian Secured Party (as amended, modified or supplemented from time to time, the "Canadian Credit Agreement"; the Canadian Credit Agreement and the US Credit Agreement are hereinafter collectively referred to as the "Credit Agreements"), the Canadian Lenders have agreed to make loans to the Canadian Borrower, the obligations of which will be guaranteed by the Grantor.

B. In order to induce each of the US Lenders and the Canadian Lenders to make the loans to the Borrowers upon the terms and subject to the conditions contained in the applicable Credit Agreements, the Grantor has agreed, upon the terms contained in the Credit Agreements and the Security Agreement referred to below, to grant to the US Secured Party, for the benefit of US Secured Party and the US Lenders, and to grant to the Canadian Secured Party, for the benefit of the Canadian Secured Party and the Canadian Lenders, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor granted to the US Secured Party for the benefit of the US Secured Party and the US Lenders, and has granted to the Canadian Secured Party for the benefit of the Canadian Secured Party and the Canadian Lenders, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Grantor, the Secured Parties and the other parties thereto (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Credit Agreements and the Security Agreement, the Grantors have agreed to execute and deliver to each of the US Secured Party, for the benefit of the US Secured Party and the US Lenders, and the Canadian Secured Party for the benefit of the Canadian Secured Party and the Canadian Lenders, this Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agree with each Secured Party as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "Intellectual Property" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all trademarks, trademark applications and registrations and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used in whole or in part, in conducting such Grantor's business (the "Trademarks") and Trademark licenses to which it is a party, including, without limitation, all of those federal Trademarks referred to in Schedule I hereto; provided that Trademarks shall not be deemed to include any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(ii) all patents and patent applications of such Grantor, including, without limitation, the inventions and improvements described and claimed therein (the "Patents") and Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all copyrights and applications for registration of copyrights of such Grantor and all rights in literary property (the "Copyrights") and all Copyright licenses to which it is a party, including, without limitation, all federally registered Copyrights referred to in Schedule III hereto;

(iv) all reissues, divisions, continuations, renewals, extensions and continuations in part of any Trademarks, Patents and/or Copyrights; all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, Patents and/or Copyrights, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademarks, Patents and/or Copyrights or bring interference proceedings with respect thereof; and all rights corresponding to any Trademark, Patents and/or Copyrights throughout the world;

(v) all rights and interests of each Grantor pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets, patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin; and

(vi) all operating methods, formulae, processes, know-how and the like of each of the Grantors.

(b) “Credit Agreements” and “Security Agreement” shall have the meanings given to such terms in the Statement of Facts above.

(c) “Obligations” shall mean any and all of the Secured Obligations (as defined in the Security Agreement) and the Obligations (as defined in each Credit Agreement).

(d) “UCC” shall mean the Uniform Commercial Code, as enacted and in effect from time to time in the State of New York.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to any Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to each of the US Secured Party, for the benefit of the US Secured Party and the US Lenders, and the Canadian Secured Party for the benefit of the Canadian Secured Party and the Canadian Lenders, a continuing security interest in and lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** The Grantor represents and warrants to each Secured Party that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any federally registered Trademark, Trademark application, Patent, Patent application, federally registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Secured Parties on, the Grantors’ federal Trademarks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against the Grantors, except as such enforceability may be limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors’ rights generally.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Secured Parties pursuant to this Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Secured Parties pursuant to the Security Agreement. The Grantor and each Secured Party expressly agree that each of the security interests and Liens granted under this Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest (with respect to each Grantor) for purposes of Article 9 of the UCC and other applicable law. The exercise by any Secured Party of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this

Agreement and also the applicable Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the applicable Security Agreement shall prevail.

5. **Additional Grantors.** Additional subsidiaries of the US Borrowers ("Additional Grantors") may from time to time hereafter become parties to and bound by this Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, in either case in form and substance reasonably satisfactory to the Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Agent shall be entitled to all of the benefits of such Additional Grantor's Obligations hereunder.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ALL AMENDMENTS AND SUPPLEMENTS HEREOF AND ALL WAIVERS AND CONSENTS HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTS OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST IT IN RESPECT OF ITS OBLIGATIONS HEREUNDER AND UNDER THE CREDIT AGREEMENT AND ANY OF THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS.**

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Agreement or any other Loan Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and such Grantor shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by any Secured Party.

10. **Joint and Several.** To the extent there is more than one Grantor, then the obligations of the Grantors herein are joint and several.

[Signature Pages to Follow]

GRANTOR:

VESTA PARTNERS, LLC

By: _____

Name: *Max McEwen*

Title: *Executive VP*

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004911 FRAME: 0826

US SECURED PARTY AND CANADIAN SECURED
PARTY:

WEBSTER BANK, N.A.

By: _____

A handwritten signature in black ink, appearing to be "Andre Paquette", written over a horizontal line. The signature is stylized with a large loop and a crossbar.

Name: Andre Paquette

Title: Senior Vice President

Schedule I

Trademarks; Trademark Licenses

<u>Trademark:</u>	<u>Registration / Application No.:</u>	<u>Registration / Application Date:</u>	<u>Owner:</u>
QMC	4009972	08/09/11	Vesta Partners, LLC

Schedule II

Patents; Patent Licenses

<u>Patent:</u>	<u>Number</u>	<u>Issue / Application Date:</u>	<u>Owner:</u>
NONE			

Schedule III

Copyrights; Copyright Licenses

<u>Copyrighted Work:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>	<u>Owner:</u>
Optimizing enterprise asset management flow chart	TX0006605924	03/29/07	Vesta Partners, LLC