

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
COMPUSHARE INC.		02/13/2013	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
Name:	THE BANK OF NOVA SCOTIA
Street Address:	40 King Street West
Internal Address:	62nd Floor - Scotia Place
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	Canadian Chartered Bank: CANADA

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3650595	STYZER
Registration Number:	3490991	RISK DIRECTOR
Registration Number:	4156094	C3
Registration Number:	2633058	COMPUSHARE

<b>CORRESPONDENCE DATA</b>	
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:	judi.ehrlich@kayescholer.com
Correspondent Name:	Judi S. Ehrlich c/o Kaye Scholer LLP
Address Line 1:	1999 Avenue of the Stars
Address Line 2:	17th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	#2021 03198-0006	<b>TRADEMARK</b>
-------------------------	------------------	------------------

CH \$115.00 3650595

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Judi S. Ehrlich
Signature:	/s/ Judi S. Ehrlich
Date:	02/13/2013

Total Attachments: 4  
source=Trademark#page1.tif  
source=Trademark#page2.tif  
source=Trademark#page3.tif  
source=Trademark#page4.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 13, 2013, is made by COMPUSHARE INC., a California 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 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.

COMPUSHARE INC.

By: David Caldwell  
Name: David Caldwell  
Title: Managing Director Corporate Development

By: \_\_\_\_\_  
Name:  
Title:

Trademark Security Agreement

TRADEMARK  
REEL: 004962 FRAME: 0496

**Exhibit A  
Trademarks**

<b>Trademarks</b>	<b>Reg. Date (App. Date)</b>	<b>Reg. No. (App. No.)</b>	<b>Owner</b>	<b>Status</b>
Styzer	7/7/2009	3650595	Compushare Inc.	Live
Risk Director	8/26/2008	3490991	Compushare Inc.	Live
C3	6/12/2012	4156094	Compushare Inc.	Live
COMPUSHARE & Logo	10/8/2002	2633058	Compushare Inc.	Live