

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
PLANMEMBER FINANCIAL CORPORATION		02/14/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GARRISON LOAN AGENCY SERVICES LLC		
Street Address:	1350 Avenue of the Americas		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1397920	OPTIFUND	
Registration Number:	1545633	PLANNING YOUR FUTURE...TODAY	
Registration Number:	1735224	PLANMEMBER SERVICES	
Registration Number:	1849568		
Registration Number:	1797282	MEMBERBANK SERVICES	
Registration Number:	2673050	PLANMEMBER ONLINE	
Registration Number:	3401030	OPTIFUNDPREFERENCE	
Registration Number:	3460615	OPTIFUNDSELECT	
Registration Number:	3594517	PARTNERSHIP FOR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$240.00 1397920

Phone: 214-758-1500
Email: shernandez@pattonboggs.com
Correspondent Name: Brian D. Owens
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029186.0123
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NAME OF SUBMITTER:	Brian D. Owens
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Signature:	/Brian D. Owens/
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Date:	02/15/2013
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of February, 2013, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GARRISON LOAN AGENCY SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity as collateral agent, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of February 14, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among PlanMember Financial Corporation, a California corporation, PlanMember Services Corporation, a California Corporation, PlanMember Advisors Corporation, a California corporation, PlanMember Securities Corporation, a California corporation, the Lenders party thereto from time to time and Garrison Loan Agency Services LLC, as administrative agent, collateral agent, lead arranger, syndication agent and documentation agent;

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 14, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement") by and among Grantors (as defined in the Pledge and Security Agreement) and Collateral Agent (as defined in the Pledge and Security Agreement); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, subject to any exclusions set forth in Section 2 of the Pledge and Security Agreement (collectively, the "Trademark Collateral"):

(a) all of its trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks") and Trademark intellectual property licenses to which it is a party including those Trademarks referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, the Trademarks and the Trademark intellectual property licenses; and

(c) any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered trademarks or trademark applications of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Credit Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such

alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification or expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

9. THE PARTIES AGREE THAT ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1 OF THE CREDIT AGREEMENT IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (D) AGREES THAT COLLATERAL AGENT RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLATERAL AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. COLLATERAL AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT AND EACH PARTY HERETO DOES NOT SUBSEQUENTLY WAIVE IN AN

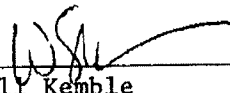
EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

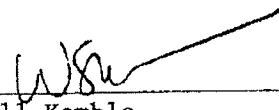
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

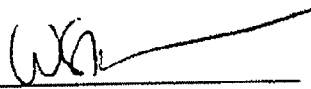
**PLANMEMBER FINANCIAL
CORPORATION**

By: 
Name: Bill Kemble
Title: Treasurer and Secretary

**PLANMEMBER SERVICES
CORPORATION**

By: 
Name: Bill Kemble
Title: Treasurer and Secretary

**PLANMEMBER ADVISORS
CORPORATION**

By: 
Name: Bill Kemble
Title: Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

029186.0123\4815-4776-5522.

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC, a
Delaware limited liability company

By: _____


Name:

BRIAN CHASE

Title:

CHIEF OPERATING OFFICER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Serial No.	Filing Date	Reg No.	Reg Date	Entity
OPTIFUND	United States of America	73527346	18-Mar-1985	1397920	17-Jun-1986	PlanMember Financial Corporation
PLANNING YOUR FUTURE...TODAY	United States of America	73703941	04-Jan-1988	1545633	27-Jun-1989	PlanMember Financial Corporation
PLANMEMBER SERVICES	United States of America	74133287	25-Jan-1991	1735224	24-Nov-1992	PlanMember Financial Corporation
	United States of America	74192502	6-Aug-1991	1849568	09-Aug-1994	PlanMember Financial Corporation
MEMBERBANK SERVICES	United States of America	74192843	06-Aug-1991	1797282	26-May-1992	PlanMember Financial Corporation
PLANMEMBER ONLINE	United States of America	76250660	03-May-2001	2673050	07-Jan-2003	PlanMember Financial Corporation
OPTIFUNDPREFERENCE	United States of America	77191505	28-May-2007	3401030	25-Mar-2008	PlanMember Financial Corporation
OPTIFUNDSELECT	United States of America	77192146	29-May-2007	3460615	08-Jul-2008	PlanMember Financial Corporation
PARTNERSHIP FOR SUCCESS	United States of America	77545199	12-Aug-2008	3594517	24-Mar-2009	PlanMember Financial Corporation