

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
CASE INTERACTIVE MEDIA, INC.		02/08/2013	CORPORATION: DELAWARE
ASSET INTERNATIONAL, INC.		02/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2756076	ANNUITY INSIGHT	
Registration Number:	3156875	GLOBAL CUSTODIAN	
Registration Number:	3167651	GLOBALCUSTODIAN.COM	
Registration Number:	2703569	NEWSDASH	
Registration Number:	2379235	PLANSPONSOR	
Registration Number:	2914633	PLANSPONSOR PATHFINDER	
Registration Number:	2437715	PLANSPONSOR.COM	
Registration Number:	3135240	PRP PLANSPONSOR RETIREMENT PROFESSIONAL	
Registration Number:	2117487	SIMFUND	
Registration Number:	3391184	SIMFUND FILING	
Registration Number:	3887168	AI5000	
Registration Number:	4088289	AI ASSET INTERNATIONAL	
Registration Number:	4039578	AI CIO	

OP \$440.00 2756076

Serial Number:	85688468	PLAN FOR LIFE ACTUARIES & RESEARCHERS
Registration Number:	4170120	PLANADVISER
Registration Number:	4110525	PLANADVISER
Registration Number:	4243629	SIMFUND DASH

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.

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam H. Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0146
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NAME OF SUBMITTER:	Nam H. Huynh
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Signature:	/Nam H. Huynh/
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Date:	02/25/2013
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Total Attachments: 11

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of February 8, 2013, by CASE INTERACTIVE MEDIA, INC., a Delaware corporation (“**Holdings**”) and ASSET INTERNATIONAL, INC., a Delaware corporation (“**Company**”) (together with Holdings, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent, and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of February 8, 2013, by and among the Grantors, certain Subsidiaries of Holdings party thereto from time to time, Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts to the Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that the Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly (other than unasserted contingent indemnity obligations) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

5. Amendment and Restatement. This IP Security Agreement constitutes an amendment, modification, and restatement, but not an extinguishment or novation of the Intellectual Property Security Agreement dated July 26, 2010, by the Grantors in favor of Agent (the “**Existing Security Agreement**”). This IP Security Agreement is not intended as, and shall not be construed as, a release or impairment of the agreements and obligations of the parties to the Existing Security Agreement. With respect to matters relating to the period prior to the date hereof, all of the provisions of the Existing Security Agreement are hereby ratified and confirmed, and shall remain in full force and effect. In addition to and not in limitation of the foregoing, the security interests in the IP Collateral (as such term is defined in the Existing Security Agreement) (the “**Original Collateral**”) are given in renewal, extension and modification of the security interests previously granted in the Original Collateral to Agent by the Grantors; such existing security interests in the Original Collateral described above are not extinguished hereby; and the making, perfection and priority of such existing security interests in the Original Collateral described above shall continue in full force and effect.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

CASE INTERACTIVE MEDIA, INC.

By: 

Name: Thomas L. Wright
Title: Chief Financial Officer

ASSET INTERNATIONAL, INC.

By: 

Name: Thomas L. Wright
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

023714.0146\4850-7328-6674.

TRADEMARK
REEL: 004970 FRAME: 0268

SCHEDULE A

COPYRIGHT COLLATERAL

Grantor	Names	Country	Date	Registration Number
Asset International, Inc.	Asset International	USA	July 30, 1986	TX0001882933
			August 22, 1986	TX 0001885877
Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	November 21, 1989	TX 0002678209
			February 28, 1990	TX 00027256208
Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	July 12, 1990	TX 0002852784
			August 23, 1990	TX 0002879090
			March 11, 1991	TX 0003032918
			March 11, 1991	TX 0003018659
Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	August 19, 1991	TX 0003121464
			August 19, 1991	TX 0003121465
			November 6, 1991	TX 0003174319


Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	January 14, 1992	TX 0003216547
			May 1, 1992	TX 0003296995
			August 14, 1992	TX 0003370612
			October 13, 1992	TX 0003413657
			February 1, 1993	TX 0003479452
Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	March 25, 1993	TX 0003525645
			July 27, 1993	TX 0003597490
			October 18, 1993	TX 0003702326
			January 28, 1994	TX 0003751756
Asset International, Inc.	Global Custodian: International Securities Operations and Systems	USA	May 23, 1994	TX 0003792063
			June 25, 1994	TX 0003900437
			October 20, 1994	TX 0003922956
			February 10, 1995	TX 0003976718

SCHEDULE B
PATENT COLLATERAL

Grantor	Names	Country	Date	Application/Registration Number
Asset International, Inc.	METHODS FOR VENDOR SCORING AND GENERATION OF REQUESTS FOR PROPOSALS AND REPORTS FOR INVESTMENT PRODUCTS	USA		13/235,164
Asset International, Inc.	METHODS FOR VENDOR SCORING AND GENERATION OF REQUESTS FOR PROPOSALS AND REPORTS FOR INVESTMENT PRODUCTS	International	8/27/12	PCT/US12/52487

SCHEDULE C
TRADEMARK COLLATERAL

Grantor	Names	Country	Date	Application/Registration Number
Asset International, Inc.	ANNUITY INSIGHT	USA	12/7/01	2,756,076
Asset International, Inc.	GLOBAL CUSTODIAN	USA	5/4/2005	3,156,875
Asset International, Inc.	GLOBALCUSTODIAN.COM	USA	4/21/2005	3,167,651
Asset International, Inc.	NEWSDASH	USA	8/30/2000	2,703,569
Asset International, Inc.	PLANSPONSOR	USA	6/28/1999	2,379,235
Asset International, Inc.	PLANSPONSOR PATHFINDER	USA	11/13/2003	2,914,633
Asset International, Inc.	PLANSPONSOR.COM	USA	9/10/1999	2,437,715
Asset International, Inc.	PRP PLANSPONSOR RETIREMENT PROFESSIONAL	USA	3/16/2005	3,135,240
Asset International, Inc.	SIMFUND	USA	6/3/96	2,117,487

Asset International, Inc.	SIMFUND FILING	USA	5/17/07	3,391,184
Asset International, Inc.	AI5000	USA	12/7/10	3,887,168
Asset International, Inc.	 asset international	USA	1/17/12	4,088,289
Asset International, Inc	AI Chief Investment Officer	Australia	9/3/10	1381577
Asset International, Inc	AI Chief Investment Officer	Canada	9/2/10	1494473
Asset International, Inc	AI Chief Investment Officer	Hong Kong	8/27/10	301700612
Asset International, Inc	AI Chief Investment Officer	United Kingdom	8/23/10	2556533
Asset International, Inc	AI CIO	Australia	9/3/10	1381579
Asset International, Inc	AI CIO	Canada	9/2/10	1494472
Asset International, Inc	AI CIO	Germany	8/24/11	302011017275
Asset International, Inc	AI CIO	Hong Kong	8/29/11	301700513

Asset International, Inc	AI CIO	United Kingdom	8/23/10	2556535
Asset International, Inc.	AI CIO	USA	10/11/11	4039578
Asset International, Inc	AI Plan For Life	Hong Kong	3/25/12	301868969
Asset International, Inc	AI Plan For Life	United Kingdom	3/24/11	2576231
Asset International, Inc	Plan For Life Actuaries & Researchers & Design	USA	7/27/12	85688468
Asset International, Inc	Plan For Life And Design	Australia	4/1/11	1417775
Asset International, Inc	Planadviser	USA	7/10/12	4170120
Asset International, Inc	Planadviser	USA	3/6/12	4110525
Asset International, Inc	Simfund Dash	Australia	2/22/12	1476049
Asset International, Inc	Simfund Dash	Canada	3/8/12	1567765
Asset International, Inc.	Simfund Dash	Hong Kong	2/17/12	302163834

Asset International, Inc	Simfund Dash	United Kingdom	8/17/12	2610811
Asset International, Inc	Simfund Dash	USA	11/13/12	4243629
Asset International, Inc	Simfund Filing	Australia	2/22/12	1476046
Asset International, Inc	Simfund Filing	Canada	3/8/12	1567766
Asset International, Inc	Simfund Filing	Hong Kong	2/17/12	302163843
Asset International, Inc	Simfund Filing	United Kingdom	8/17/12	2610812