

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
AlphaMetrix Group, LLC		09/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Global Advisors, LLC, as Agent		
Street Address:	88 Kearny Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3571797	ALPHAMETRIX	
Serial Number:	85445688	THE MARKETPLACE FOR PRIVATE INVESTMENTS	
Serial Number:	85395752	POINT-CLICK-INVEST	
Serial Number:	85407534	METAPLATFORM	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<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) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3604519		

CH \$115.00 3571797

TRADEMARK

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/12/2013
<p>Total Attachments: 7</p> <p>source=3273110#page1.tif</p> <p>source=3273110#page2.tif</p> <p>source=3273110#page3.tif</p> <p>source=3273110#page4.tif</p> <p>source=3273110#page5.tif</p> <p>source=3273110#page6.tif</p> <p>source=3273110#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of September 12, 2012, is between ALPHAMETRIX GROUP, LLC, a Delaware limited liability company (the "*Grantor*"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as agent for the benefit of Secured Creditors (as hereinafter defined) ("*Agent*").

RECITALS

A. Grantor has previously entered into that certain Amended and Restated Asset Purchase Agreement, dated as of September 12, 2012 (as further amended, supplemented and/or otherwise modified from time to time, the "*Asset Purchase Agreement*"), among Grantor, AlphaMetrix 360, LLC, a Delaware limited liability company, the subsidiaries of Grantor which from time to time are parties thereto as Guarantors, the entities which from time to time are parties thereto as Lenders, and Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor (Agent and Lenders are sometimes hereinafter referred to collectively as "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. As a condition to extending credit to Grantor under the Asset Purchase Agreement, Secured Creditors have required, among other things, that Grantor grant to Agent for the benefit of Secured Creditors a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Asset Purchase Agreement, Grantor agrees, for the benefit of Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Asset Purchase Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Agent, and grant a security interest and lien to Agent in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "*Trademark Collateral*"):

(a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or

hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, and (ii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”); and

(b) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on **Schedule A** attached hereto (all of the foregoing are hereinafter referred to collectively as the “*Trademark Licenses*”); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor 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.

Section 3. New Trademarks. If, before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt notice thereof in writing. Grantor authorizes Agent to modify this Agreement by amending **Schedule A** to include any future Trademarks and any future Trademark Licenses.

Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor’s true and lawful attorney-in-fact, and authorizes Agent and any of Agent’s designees, in Grantor’s or Agent’s name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Grantor of Agent’s intention to enforce its rights and claims against Grantor, to (i) endorse Grantor’s name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Agent deems in the best interests of Secured Creditors. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Asset Purchase Agreement or the other Asset Sale Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence of an Event of Default, the use by Agent of all or any Trademark Collateral shall be without any liability for royalties or other related charges from Agent to Grantor.

Section 5. Duties of Grantor. Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts worldwide that are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Agent, which consent shall not be unreasonably withheld.

Section 6. Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs, and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this **Section 6**.

Section 7. Agent's Right to Act. Subject to the terms of the Asset Purchase Agreement, if Grantor fails to comply with any of its obligations hereunder, Agent may (but shall not be obligated) do so in Grantor's name or in Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including, without limitation, attorney's fees, incurred by Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 8. Asset Purchase Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Asset Purchase Agreement. The Asset Purchase Agreement (and all rights and remedies of Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 9. Release of Security Interest. When the Obligations are repaid in full (other than any contingent indemnification obligations arising out of facts and circumstances that are not reasonably identified by the Agent, any Lender, or any Participant at the time of such repayment), Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

Section 10. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Asset Purchase Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 11. Asset Sale Document. This Agreement is an Asset Sale Document executed pursuant to the Asset Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Asset Purchase Agreement.

Section 12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Grantor to Agent, and it shall not be necessary for Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

Section 13. Governing Law.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

(b) EACH OF GRANTOR AND AGENT IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE FOUND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR IRREVOCABLY WAIVES AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, ANY CLAIM THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) GRANTOR AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT A FINAL JUDGMENT IN ANY SUIT, ACTION OR PROCEEDING OF THE NATURE REFERRED TO IN SECTION 13(B) BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT SUBJECT TO RIGHTS OF APPEAL, AS THE CASE MAY BE, AND MAY BE ENFORCED IN THE COURTS OF THE UNITED STATES OF AMERICA OR THE STATE OF CALIFORNIA (OR ANY OTHER COURTS TO THE JURISDICTION OF WHICH IT OR ANY OF ITS PROPERTIES IS OR MAY BE SUBJECT) BY A SUIT UPON SUCH JUDGMENT.

(d) GRANTOR AGREES TO WAIVE ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING AGENT TO EXERCISE ANY REMEDIES SET FORTH HEREIN.

(e) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.12 OF THE ASSET PURCHASE AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

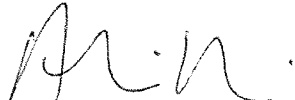
(f) NOTHING IN THIS SECTION 13 SHALL LIMIT ANY RIGHT THAT AGENT MAY HAVE TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY APPROPRIATE JURISDICTION OR TO ENFORCE IN ANY LAWFUL MANNER A JUDGMENT OBTAINED IN ONE JURISDICTION IN ANY OTHER JURISDICTION.

Section 14. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. IF AND TO THE EXTENT THAT THE FOREGOING WAIVER OF THE RIGHT TO A JURY TRIAL IS UNENFORCEABLE FOR ANY REASON IN SUCH FORUM, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE ADJUDICATION OF ALL CLAIMS PURSUANT TO JUDICIAL REFERENCE AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, AND THE JUDICIAL REFEREE SHALL BE EMPOWERED TO HEAR AND DETERMINE ALL ISSUES IN SUCH REFERENCE, WHETHER FACT OR LAW. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND CONSENT AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS AND CONSENTS TO JUDICIAL REFERENCE FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT OR TO JUDICIAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 AS PROVIDED HEREIN.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

ALPHAMETRIX GROUP, LLC
as Grantor


By 

Name: Aleksis Kins

Title: Chief Executive Officer and President

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC
as Agent

By: 

Name: Barbara J. S. McKee

Title: Managing Member

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1. FEDERALLY REGISTERED TRADEMARKS

Mark: AlphaMetrix
Owner: AlphaMetrix Group, LLC
Registration No.: 3,571,797
Effective Date: February 10, 2009

2. TRADEMARK APPLICATIONS

Mark: The Marketplace for Private Investment
Owner: AlphaMetrix Group, LLC
Serial No.: 85445688
Effective Date: Pending

Mark: Point-Click-Invest
Owner: AlphaMetrix Group, LLC
Serial No.: 85395752
Effective Date: Pending

Mark: Metaplatfrom
Owner: AlphaMetrix Group, LLC
Serial No.: 85407534
Effective Date: Pending