# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| EA INTELLECTUAL PROPERTY HOLDINGS, LLC | | 02/25/2013 | LIMITED LIABILITY COMPANY: GEORGIA |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT |
| Street Address: | 3353 Peachtree Road, NE, Suite M-10 |
| City: | ATLANTA |
| State/Country: | GEORGIA |
| Postal Code: | 30326 |
| Entity Type: | CORPORATION: CALIFORNIA |

## PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 4278769 | EVESTMENT ALLIANCE |
| Serial Number: | 85852559 | E |
| Serial Number: | 85852536 | EVESTMENT |
| Serial Number: | 85849813 | EVESTMENT |

OP $115.00 4278769

## CORRESPONDENCE DATA

Fax Number: 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | F143940 |

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|---|---|
| NAME OF SUBMITTER: | ANDREW NASH |
| Signature: | /ANDREW NASH/ |
| Date: | 03/18/2013 |

Total Attachments: 6
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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 25, 2013, is entered into by and between EA INTELLECTUAL PROPERTY HOLDINGS, LLC, a Georgia limited liability company ("***Grantor***") and SILICON VALLEY BANK (the "***Assignee***"), as administrative agent (together with its successors, in such capacity, the "***Administrative Agent***") for its own benefit and the benefit of the banks and other financial institutions or entities from time to time party to the Credit Agreement (as defined below) (the "***Lenders***").

WITNESSETH:

A. Reference is made to a certain Credit Agreement dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "***Credit Agreement***"), by and among the Administrative Agent, **EVESTMENT ALLIANCE HOLDINGS, LLC**, a Georgia limited liability company ("***eVestment Holdings LLC***"), **EVESTMENT ALLIANCE, LLC**, a Georgia limited liability company ("***eVestment Alliance***"), **EA DATA AUTOMATION SERVICES, LLC**, a Georgia limited liability company ("***eA Data***"), **EA GLOBAL DATA SERVICES, LLC**, a Georgia limited liability company ("***eA Global***"), **EA INTELLECTUAL PROPERTY HOLDINGS, LLC**, a Georgia limited liability company ("***eA IP***"), **CHANNEL CAPITAL GROUP INC.**, a Delaware corporation ("***Channel Capital***"), **A.S.A.P. ADVISOR SERVICES, INC.**, a Delaware corporation ("***ASAP***"), **FUNDSPIRE, INC.**, a Delaware corporation ("***Fundspire***"), **EVESTMENT, INC.**, a Delaware corporation ("***eVestment***"), and **STRATEGIC FINANCIAL SOLUTIONS, LLC**, a Nevada limited liability company ("***SFS***", and together with eVestment Holdings LLC, eVestment Alliance, eA Data, eA Global, eA IP, Channel Capital, ASAP, Fundspire, and eVestment, individually and collectively, jointly and severally, the "***Existing Borrowers***"), **EVESTMENT ALLIANCE HOLDINGS, INC.**, a Delaware corporation ("***Holdings***"), as a Guarantor (each of the foregoing individually, an "***Existing Grantor***", and collectively, the "***Existing Grantors***"), **SVB** as issuing lender (in such capacity, the "***Issuing Lender***"), **SVB** as swingline lender (in such capacity, the "***Swingline Lender***") and the Lenders to which the New Grantor joined as a Borrower pursuant to that certain Joinder to Credit Agreement dated as of even date (the "***Credit Agreement Joinder***") by and among the Grantors and the Administrative Agent.

B. Reference is further made to that certain Guarantee and Collateral Agreement, dated as of October 15, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "***Guarantee and Collateral Agreement***"), among the Existing Grantors and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

C. Pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.



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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.



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3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*



TRADEMARK
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: Scott McCarty
Title: Vice President

Address of Assignee:

Silicon Valley Bank
3353 Peachtree Road, NE, Suite M-10
Atlanta, Georgia 30326
Attention: Mr. Scott McCarty
Fax: (404) 467-4467
Email: smccarty@svb.com

GRANTOR:

EA INTELLECTUAL PROPERTY HOLDINGS, LLC

By: _____
Name: James E. Minnick, II
Title: Chief Executive Officer

Address of Grantor:

5000 Olde Towne Parkway
Suite 100
Marietta, Georgia 30068
Attention: James E. Minnick, II, CEO
Fax.: (678) 560-3036
E-mail: jim@evestment.com

Signature Page to Trademark Security Agreement

## Schedule A to TRADEMARK SECURITY AGREEMENT

### Registered Trademarks

| Registrant | Trademark | Registration No. | Registration Date |
|---|---|---|---|
| eA Intellectual Property Holdings, LLC | Word Mark EVESTMENT ALLIANCE | 4278769 | January 22. 2013 |

### Applications of Registration of Trademarks

| Applicant | Trademark | Serial No. | Application Date |
|---|---|---|---|
| eA Intellectual Property Holdings, LLC | Design Mark (E Button) | 85852559 | February 18, 2013 |
| eA Intellectual Property Holdings, LLC | Design Mark EVESTMENT | 85852536 | February 18, 2013 |
| eA Intellectual Property Holdings, LLC | Word Mark EVESTMENT | 85849813 | February 14, 2013 |

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