

## 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
Bankruptcy Management Solutions, Inc.		06/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities		
Street Address:	110 East 59th Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4062575	TRUSTWORKS	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-806-5763		
Email:	jmann@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	000267/0016		
NAME OF SUBMITTER:	Jeffrey M. Mann		
Signature:	/jeffrey m. mann/		

CH \$40.00 4062575

Date:

07/03/2013

**Total Attachments: 5**

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2013, by BANKRUPTCY MANAGEMENT SOLUTIONS, INC. (the "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") pursuant to the Loan, Security and Guaranty Agreement, dated as of June 27, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders from time to time party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

(a) Trademarks, including those Trademarks listed on Schedule I attached hereto (other than intent-to-use trademark or service-mark applications to the extent solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. The Grantor authorizes the Administrative Agent or the Administrative Agent's authorized representative to record this Trademark Security

Agreement with the United States Patent and Trademark Office and requests that the Commissioner of Trademarks record this Trademark Security Agreement in the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

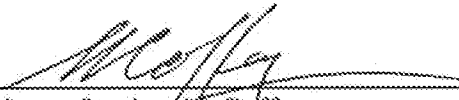
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BANKRUPTCY MANAGEMENT SOLUTIONS,  
INC.

By:   
Name: Stephen V. Goffey  
Title: Chief Executive Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,  
as Administrative Agent

By: \_\_\_\_\_

Name:

James Bond

Title:

Chief Operating Officer



*JMS*  
[Signature Page to Trademark Security Agreement]

dated June 27, 2013

TRADEMARK

REEL: 005063 FRAME: 0145

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Bankruptcy Management Solutions, Inc.	4,062,575	Trustworks