

## 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
PFM Asset Management LLC		07/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3595556		
Registration Number:	3743847	PRUDENTPAY	
Registration Number:	3288735	SWAPVIEWER	
CORRESPONDENCE DATA			
Fax Number:	3125693459		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-569-1459		
Email:	ipdocketchicago@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Melissa S. Dillenbeck, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606-1698		
ATTORNEY DOCKET NUMBER:	499969		
		TRADEMARK	

NAME OF SUBMITTER:	Melissa S. Dillenbeck
Signature:	/Melissa S. Dillenbeck/
Date:	07/03/2013
<b>Total Attachments: 3</b> source=PFM - IP Collateral Agreement (PFM Asset Management LLC) (1397305_1)_pdf#page1.tif source=PFM - IP Collateral Agreement (PFM Asset Management LLC) (1397305_1)_pdf#page2.tif source=PFM - IP Collateral Agreement (PFM Asset Management LLC) (1397305_1)_pdf#page3.tif	

## GRANT OF SECURITY INTEREST

WHEREAS, PFM ASSET MANAGEMENT LLC (herein referred to as "Debtor") owns all right, title and interest in and to certain U.S. trademarks, including all rights in the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is obligated to Manufacturers and Traders Trust Company as Agent for certain Secured Parties (hereinafter referred to as "Agent") pursuant to a Security Agreement dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Agreement, Debtor granted to Agent a security interest in all right, title and interest of Debtor in and to, among other things, the Trademarks, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

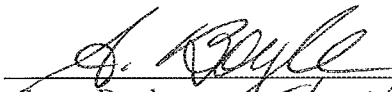
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Debtor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Debtor hereby agrees that, notwithstanding anything herein to the contrary, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral subject to a security interest hereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 3<sup>rd</sup> day of July, 2013.

PFM ASSET MANAGEMENT LLC

By:   
Name: Steve Boyle Stephen Boyle  
Title: Assistant Secretary and Treasurer

[Signature Page to IP Collateral Agreement – PFM Asset Management LLC]

**SCHEDULE A**

**U.S. TRADEMARKS**

<b>Trademark</b>	<b>Application Ser. No.</b>	<b>Registration No.</b>
DESIGN ONLY	77/193217	3595556
PRUDENTPAY	77/644596	3743847
SWAPVIEWER	78/596757	3288735