

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eSecLending, Inc.		08/09/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Securities Finance Trust Company		
Street Address:	175 Federal Street		
Internal Address:	Floor 11		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	TRUST COMPANY: Maryland		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2607100		
Registration Number:	2604129	ESECLENDING	
Registration Number:	2612091	ESECAUTION	
Registration Number:	4273346	PROXYVALUE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle		
Address Line 2:	c/o Rob Soneson, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	39932-89		

CH \$115.00 2607100

NAME OF SUBMITTER:	Rob Soneson
Signature:	/rsoneson/
Date:	08/22/2013
Total Attachments: 6 source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page1.tif source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page2.tif source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page3.tif source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page4.tif source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page5.tif source=Proprietary Rights Assignment - eSeLending Inc-SFTC (Exhibit H)#page6.tif	

PROPRIETARY RIGHTS ASSIGNMENT

THIS PROPRIETARY RIGHTS ASSIGNMENT (this “Assignment”), dated as of August 9, 2013 is made by eSecLending, Inc., a Delaware corporation (“Assignor”), in favor of Securities Finance Trust Company, a Maryland trust company (“Assignee”).

WHEREAS, this Assignment is being delivered by Assignor, a wholly owned subsidiary of ESL Holdings Corp., a Delaware corporation (“Holdings”), in connection with the transactions contemplated by that certain Agreement and Plan of Merger, dated August 9, 2013 (as amended, supplemented or otherwise modified from time to time in accordance therewith, the “Merger Agreement”), by and among Holdings, Assignor, Assignee, TA Associates Management, L.P., Freeport Loan Fund, LLC, Freeport Offshore Loan Fund LLC, Comerica Bank, ING Capital LLC, Freeport Financial LLC, eSec Inc., and Interim Securities Finance Trust Company. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Merger Agreement; and

WHEREAS, Assignor is the owner of certain Proprietary Rights related to or used in the business of Trust Company or UK Subsidiary, including without limitation the Trademarks listed in Schedule A attached hereto, and in connection with the transactions contemplated by the Merger Agreement, desires to assign its rights in and to all such Proprietary Rights, together with the goodwill of the business associated therewith, to Assignee.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignment of Proprietary Rights. Effective immediately prior to the Effective Time, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, free and clear of any and all liens and encumbrances (except for those arising from the Senior Indebtedness, which liens are being released pursuant to that certain omnibus release agreement entered into as a condition to and in connection with the Closing), the entire right, title and interest in and to all Proprietary Rights related to or used in the business of Trust Company or UK Subsidiary (the “Assigned Rights”), together with the goodwill of the business associated therewith, any and all registrations and applications therefor, including, without limitation, the registrations of Trademarks listed in Schedule A attached hereto (the “Scheduled Trademarks”), any and all renewals and extensions of the registrations, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Effect of Assignment. After giving full effect to the assignment in Section 1, Assignor shall own no right, title or interest in or to any Proprietary Rights related to or used in the business of Trust Company or UK Subsidiary.

3. Further Assurances. Each party hereto shall take such commercially reasonable additional action as such other parties reasonably request solely in order to effect, consummate, confirm or evidence the transactions contemplated hereby and carry out the purposes of this Assignment, and without limiting the foregoing, Assignor hereby further agrees at the expense of eSec Inc. to take all

necessary steps and provide all necessary authorization to the applicable registrars of the Internet domain names included in the Scheduled Trademarks to transfer such Internet domain name registrations to Assignee.

4. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the corresponding government officers in all applicable jurisdictions to record Assignee as the legal owner of the Scheduled Trademarks.

5. Governing Law. The law of the state of Delaware shall govern (i) all claims or matters related to or arising from this Assignment (including any tort or non-contractual claims) and (ii) any questions concerning the construction, interpretation, validity and enforceability of this Assignment, and the performance of the obligations imposed by this Assignment, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the state of Delaware.

6. Counterparts. This Assignment and agreements, certificates, instruments and documents entered into in connection herewith may be executed and delivered in one or more counterparts and by fax or email, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No Party shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

Assignor:

ESECLENDING, INC.

By: 

Name: Christopher Jaynes

Title: V.P.

Assignee:

SECURITIES FINANCE TRUST COMPANY

By: 

Name:

Title:

Anita Bapooji Ryan
Secretary
Securities Finance Trust Company

[Signature Page to IP Assignment Agreement]

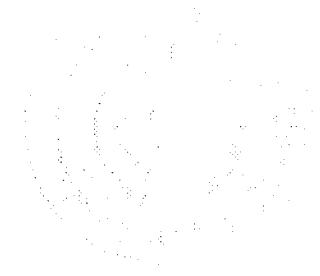
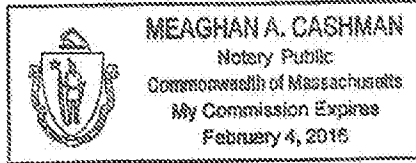
STATE OF Massachusetts

) SS.

COUNTY OF Suffolk)

On this day of 8 August, 2013, there appeared before me Anda Ryan, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of eSecLending Inc.

Meaghan A Cashman
Notary Public



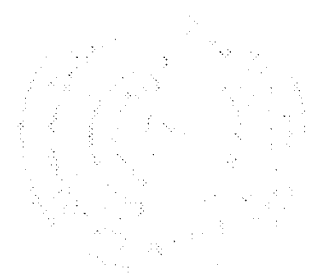
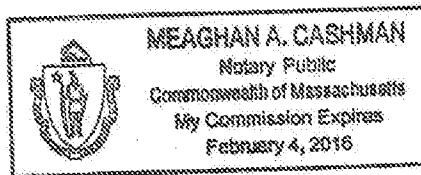
STATE OF Massachusetts

) SS.

COUNTY OF Suffolk)

On this day of 8 August, 2013, there appeared before me Chris Jaynes, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Securities Finance Trust Company.

Meaghan A Cashman
Notary Public



Schedule A

Scheduled Trademarks

Registered Trademarks:

Trademarks	Jurisdiction	Registration Number	Registration Date
eSecLending & Arrow Device	Australia	876111	26-Aug-2002
	Canada	TMA647,747	9-Sep-2005
	China	1949149	14-Nov-2002
	Japan	4636485	17-Jan-2003
	Singapore	T01/07036H	17-May-2001
Arrow Device	Australia	876110	3-Apr-2002
	Canada	TMA637,728	19-Apr-2005
	China	1958031	28-Nov-2002
	Japan	4636486	17-Jan-2003
	European Union	1964709	19-Feb-2002
	Singapore	T01/07034A	17-Nov-2000
	United Kingdom	2253200	17-Nov-2000
	United States	2,607,100	13-Aug-2002
eSecLending	European Union	1963040	25-Feb-2002
	Japan	4636487	17-Jan-2003
	Singapore	T01/07035Z	17-Nov-2000
	United States	2,604,129	6-Aug-2002
eSecAuction	United States	2,612,091	27-Aug-2002
Discover the Principal Difference & Arrow Device	Australia	876109	3-Apr-2002
	Singapore	T01/07033C	17-Nov-2000
ProxyValue	European Union	010987196	15-Nov-2012
	United States	4273346	8-Jan-13

Registered Domain Names:

auctionplatformservices.co.uk
auctionplatformservices.com
auctionplatformservices.net
auctionplatformservices.org
eseclending.cn
eseclending.co.uk
eseclending.com
eseclending.eu
eseclending.net
eseclending.org
eseclending.org
esl advisors.com
esl advisors.net
esl advisors.org
securitiesfinancetrust.co.uk
securitiesfinancetrust.com
securitiesfinancetrustcompany.co.uk
securitiesfinancetrustcompany.com