

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
Wiss, Janney, Elstner Associates, Inc.		12/20/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK		
Street Address:	10 South Wacker Drive		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank (National Association): UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3563811	ASK THE STRUCTURE	
Registration Number:	3563810	SOLUTIONS FOR THE BUILT WORLD	
Registration Number:	3717681	WJE	
Registration Number:	4141219	C 2 E 2	
Registration Number:	1422346	WJE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	1.212.326.3939		
Email:	nytef@jonesday.com		
Correspondent Name:	Nate Hoepfner		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017-6702		

CH \$140.00 3563811

ATTORNEY DOCKET NUMBER:	230397-615575
NAME OF SUBMITTER:	Nate Hoepfner
Signature:	/NH/
Date:	12/26/2013
Total Attachments: 6 source=Executed_Trademark Security Agreement (WJE)#page1.tif source=Executed_Trademark Security Agreement (WJE)#page2.tif source=Executed_Trademark Security Agreement (WJE)#page3.tif source=Executed_Trademark Security Agreement (WJE)#page4.tif source=Executed_Trademark Security Agreement (WJE)#page5.tif source=Executed_Trademark Security Agreement (WJE)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated December 20, 2013, among Wiss, Janney, Elstner Associates, Inc., an Illinois corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender", together with its successors and assigns) for itself and for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Wiss, Janney, Elstner Associates, Inc., an Illinois corporation (the "Company"), the other borrowers party thereto from time to time and Lender, Lender is willing to make certain financial accommodations available to the Company pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to the Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for the benefit of Lender and the Secured Parties, that certain Pledge and Security Agreement dated as of December 20, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, for the benefit of the Secured Parties, a continuing first priority Security Interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Lender, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and as a supplement to the Security Interests granted to Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement for the purpose of registering the Security Interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Grantor hereby acknowledges and affirms that (x) the Security Agreement shall remain in full force and effect in accordance with its terms and (y) the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to (x) modify this Agreement by amending Schedule I, or (y) execute on their behalf a Trademark Security Agreement in substantially this form, in each case to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. LOAN DOCUMENT. From and after the execution and delivery hereof by the parties hereto, this Supplement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan

Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or Payment in Full of the Obligations shall mean the Payment in Full in cash (or Cash Collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable providers thereof to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or Cash Collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature pages to follow]

IN WITNESS WHEREOF, 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.

WISS, JANNEY, ELSTNER ASSOCIATES, INC.,
as Grantor

By: Thomas S. Oczkowski
Name: Thomas S. Oczkowski
Title: Vice President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Lender

By: Christine Elizabeth Rodos
Name: Christine E Rodos
Title: AVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date	Serial No.
Wiss, Janney, Elstner Associates, Inc.	USA	ASK THE STRUCTURE	3,563,811	1/23/2009	77482545
Wiss, Janney, Elstner Associates, Inc.	USA	SOLUTIONS FOR THE BUILT WORLD	3,563,810	1/20/2009	77482516
Wiss, Janney, Elstner Associates, Inc.	USA	WJE	3,717,681	12/1/2009	77616290
Wiss, Janney, Elstner Associates, Inc.	USA	C 2 E 2	4,141,219	5/15/2012	85273194
Wiss, Janney, Elstner Associates, Inc.	USA	WJE	1,422,346	12/23/1986	73596573

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.