

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEDGESERV HOLDING L.P.		02/11/2014	LIMITED PARTNERSHIP: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Agent		
Street Address:	666 Fifth Ave., 18th fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3951193	HEDGESERV	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128995.228262		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/ Tracey D. Bennett		
DATE SIGNED:	03/25/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 11th day of February 2014, among Grantors listed on the signature pages hereof (collectively, “**Grantors**” and each individually “**Grantor**”), and GOLUB CAPITAL LLC, in its capacity as Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among HedgeServ Holding L.P., a Cayman Islands exempted limited partnership acting by its managing general partner (“**Parent**”), HedgeServ Corporation, a Delaware corporation (“**HSC**” and together with the Parent, “**Borrowers**”), the Lenders from time to time party thereto, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, Grantors have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of February 11, 2014 (as from time to time amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, 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, each 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 or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of such 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 the registered Trademarks and applications therefor owned by such Grantor including those referred to on Schedule I hereto;
- (b) all renewals thereof;
- (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; and
- (d) the right to sue for past, present and future infringements and dilutions thereto;

provided that, in no event shall any security interest be granted in any “intent-to-use” application (or registrations issuing therefrom) for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, if any, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use

application.

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 Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. In the event of any conflict between any provision in this Trademark Security Agreement and a provision in the Security Agreement, such provision of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give notice in writing to Agent with respect to any additional trademark registration granted after the date hereof in accordance with the Security Agreement. Grantors hereby authorize Agent to modify this Agreement in accordance with the Security Agreement by amending Schedule I to include any such new trademark registration or applications therefor owned by Grantors. 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 Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. TERMINATION. Upon the termination of the Security Agreement, Agent shall promptly, upon request from such Grantor and at such Grantors sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Copyright Security Agreement.

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. The provisions of Section 1.4 of the Credit Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

HEDGESERV HOLDING L.P.,

acting by its managing general partner, **HedgeServ SP Co.
Ltd.**

By: James Kelly
Name: James Kelly
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Agent


By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
HEDGESERV	77427751 March 20, 2008	3,951,193 April 26, 2011	Active	HedgeServ Holding L.P. ¹
 HEDGESERV	8212359 April 10, 2009	8212359 January 28, 2010	Active	HedgeServ Holding L.P.

¹ Assigned pursuant to that certain Trademark Assignment Agreement, dated June 20, 2011, by and between HedgeServ II LLC and HedgeServ Holding L.P.

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