

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIQ, INC.		03/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Dov Braun		
Street Address:	C/O EisnerAmper LLP		
Internal Address:	750 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4080721	ADVICEIQ	
Registration Number:	4109473	MERIDIAN-IQ	
Registration Number:	4332618	TRUSTED. FINANCIAL. GUIDANCE.	
Serial Number:	86185289	NATIONAL FINANCIAL ADVISOR WEEK	
CORRESPONDENCE DATA			
Fax Number:	4158828220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-882-8200		
Email:	sftrademarks@klgates.com, jocelyn.belloni@klgates.com, eve.gornall@klgates.com, rizalina.florencio@klgates.com		
Correspondent Name:	Susan E. Hollander, Esq., K&L Gates LLP		
Address Line 1:	4 Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0815329.00019		
NAME OF SUBMITTER:	Jocelyn M. Belloni		
SIGNATURE:	/Jocelyn M. Belloni/		
DATE SIGNED:	03/28/2014		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made as of March 27, 2014, by AIQ, INC., a Delaware corporation (the "*Grantor*"), and DOV BRAUN, an individual, as Collateral Agent (together with his successors, "*Secured Party*").

RECITALS

A. Pursuant to that certain Note and Warrant Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*") among Grantor, the investors party thereto from time to time (the "*Investors*") and Secured Party, the Grantor is issuing certain Notes (as defined in the Purchase Agreement) to the Investors;

B. In order to induce the Investors to advance funds pursuant to the Notes and in order to secure Grantor's full and punctual payment and performance of its payment obligations under the Notes, Grantor has agreed to grant to the Secured Party, as Collateral Agent for the Investors, a security interest in substantially all of its properties and assets pursuant to that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*");

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of the Investors, this Trademark Security Agreement.

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 or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, for the benefit of the Investors, 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, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those listed on Schedule I attached hereto and made a part hereof, (ii) all renewals thereof, (iii) 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, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's

business symbolized by the foregoing or connected therewith, (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, "*Trademarks*");

(b) all of Grantor's rights under or interests in any Trademark, including software license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (but excluding any off-the-shelf software license agreement), including the license agreements listed on Schedule I attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Investors' rights under the Purchase Documents, including the right to prepare for sale and sell any and all Equipment now or hereafter owned by Grantor and now or hereafter covered by such licenses (collectively, "*Trademark Licenses*").

(c) 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;

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

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

(f) 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 Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark 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 Secured Party, the Investors, or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy or insolvency proceeding involving grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, for the benefit of the Investors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 Secured Party 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 Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of

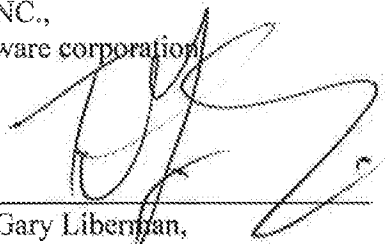
Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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 Purchase 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.

[signature page(s) 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.

AIQ, INC.,
a Delaware corporation

By: 
T. Gary Liberman,
Chief Financial Officer

[Additional signature page follows this page]

[Trademark Security Agreement]

TRADEMARK
REEL: 005246 FRAME: 0509

ACCEPTED AND ACKNOWLEDGED BY:



DOV BRAUN, as Collateral Agent

[Trademark Security Agreement]

TRADEMARK
REEL: 005246 FRAME: 0510

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	COUNTRY	REG./APP. NUMBER	REG./APP. DATE	STATUS
ADVICEIQ	US	Reg. No. 4,080,721	Reg. Date January 3, 2012	Registered (Principal Register)
MERIDIAN-IQ	US	Reg. No. 4,109,473	Reg. Date March 6, 2012	Registered (Principal Register)
TRUSTED. FINANCIAL. GUIDANCE.	US	Reg. No. 4332618	Reg. Date May 7, 2013	Registered (Principal Register)
NATIONAL FINANCIAL ADVISOR WEEK	US	App. No. 86185289	App. Date February 5, 2014	Pending (Intent to Use)