

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVICENT SOLUTIONS, LP		09/23/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	CION AGENT, LLC, as Administrative Agent		
Street Address:	3 Park Avenue, 36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4421077	ADVISOR BRIEFCASE	
Registration Number:	2522646	EISI	
Registration Number:	2393496	NAVIPLAN	
Registration Number:	4587582	NAVIPLAN	
Registration Number:	4593675	NAVIPRO	
Serial Number:	86095760	ADVICENT	
Serial Number:	86095782	ADVICENT SOFTWARE	
Serial Number:	86095778	ADVICENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	11964/069		

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NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/23/2014
Total Attachments: 6 source=7 Advicent - Second Lien Trademark Security Agreement#page1.tif source=7 Advicent - Second Lien Trademark Security Agreement#page2.tif source=7 Advicent - Second Lien Trademark Security Agreement#page3.tif source=7 Advicent - Second Lien Trademark Security Agreement#page4.tif source=7 Advicent - Second Lien Trademark Security Agreement#page5.tif source=7 Advicent - Second Lien Trademark Security Agreement#page6.tif	

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS CONTEMPLATED HEREBY, AND THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 23, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN SILICON VALLEY BANK, AS FIRST LIEN AGENT, AND CION AGENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS PROMISSORY NOTE, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 23, 2014, among ADVICENT SOLUTIONS, LP, a Delaware limited partnership, ("Grantor"), in favor of CION AGENT, LLC, as administrative agent (in such capacity, together with its successors and assigns in such capacity, as "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among EISI LLC, a Delaware limited liability company ("Borrower"), the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor and Administrative Agent and (b) to the extent applicable, this 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 Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (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, and (vi) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

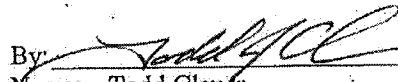
7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADVICENT SOLUTIONS, LP

By: Lauderdale Holdings LLC,
its General Partner

By: 
Name: Todd Clauer
Its: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

SION AGENT, LLC,
as Administrative Agent

By: _____

Name: Michael Reisner

Title: Co-President & Co-CEO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Title	Country	Trademark No.	Registration Date
Advicent Solutions, LP	ADVISOR BRIEFCASE	United States	4,421,077	10/22/2013
Advicent Solutions, LP	EISI	United States	2,522,646	12/25/2001
Advicent Solutions, LP	NAVIPLAN	United States	2,393,496	10/10/2000
Advicent Solutions, LP	NAVIPLAN	United States	4,587,582	8/19/2014
Advicent Solutions, LP	NAVIPRO	United States	4,593,675	8/26/2014

TRADEMARK APPLICATIONS

Grantor	Title	Country	Application No.	Filing Date
Advicent Solutions, LP	ADVICENT	United States	86/095,760	10/18/2013
Advicent Solutions, LP	ADVICENT SOFTWARE	United States	86/095,782	10/18/2013
Advicent Solutions, LP	ADVICENT SOLUTIONS	United States	86/095,778	10/18/2013

FOREIGN TRADEMARK REGISTRATIONS

Grantor	Title	Country	Trademark No.	Registration Date
Advicent Solutions, LP	EISI	Canada	TMA538,807	12/18/2000
Advicent Solutions, LP	NAVIPLAN	Canada	TMA491,550	03/18/1998
Advicent Solutions, LP	PLANNING ASSITANT	Canada	TMA491,312	03/12/1998
Advicent Solutions, LP	STRATEGY ASSISTANT	Canada	TMA491,662	03/19/1998
Advicent Solutions, LP	TODAY'S SOLUTION ... TOMORROW'S DIRECTION	Canada	TMA538,799	12/18/2000

FOREIGN TRADEMARK APPLICATIONS

Grantor	Title	Country	Application No.	Filing Date
Advicent Solutions, LP	ADVISOR BRIEFCASE	Canada	1596057	09/27/2012
Advicent Solutions, LP	Advicent	Canada	1673276	04/22/2104
Advicent Solutions, LP	Advicent Solutions	Canada	1673149	04/17/2104
Advicent Solutions, LP	Advicent Software	Canada	1673068	04/17/2104