

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL, as Administrative Agent		09/23/2014	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4421077	ADVISOR BRIEFCASE	
Registration Number:	2522646	EISI	
Registration Number:	2393496	NAVIPLAN	
Serial Number:	86090787	NAVIPLAN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F151826		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	09/23/2014		
Total Attachments: 6			

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ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

WITNESSETH:

September 23, 2014

Reference is made to (i) that certain Amended and Restated Credit Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by, among others, Lauderdale Holdings LLC, a Delaware limited liability company ("Holdings"), EISI LLC, a Delaware limited liability company ("Borrower"), Advicent Solutions, Inc., a California corporation ("Advicent Solutions"), as a Guarantor, Advicent Solutions, LP, a Delaware limited partnership ("IP Subsidiary"), as a Guarantor, Advicent Solutions of Canada, ULC, an Alberta unlimited liability company ("Amalco"), as a Guarantor, and certain direct and indirect Subsidiaries of Holdings from time to time party thereto, Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as Administrative Agent as provided therein (in such capacity, the "Existing Agent"); and (ii) that certain Amended and Restated Trademark Security Agreement dated as of November 26, 2013 by and among the entities listed on the signature pages hereof (each a "Grantor" and collectively, "the Grantors", and the Existing Agent, which was recorded with the U.S. Patent and Trademark Office on December 2, 2013, at Reel 5165, Frame 0185, (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Existing Trademark Security Agreement" and, together with the Credit Agreement, the "Existing Agreements").

WHEREAS, pursuant to the Existing Agreements and the Security Agreements (as defined in the Credit Agreement), the Grantors granted to the Existing Agent a security interest in, among other things, the Trademarks (as defined therein).

WHEREAS, effective as of the date hereof, the Existing Agent has resigned as Administrative Agent for the Lenders in accordance with the terms of the Credit Agreement and the Resignation of Agent and Appointment of Successor Agent dated as of the date hereof between Bank of Montreal, as Resigning Agent, Silicon Valley Bank, as a Successor Agent, Borrower, and each Facility Guarantor (as defined therein) (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Agency Agreement").

WHEREAS, effective as of the date hereof, Silicon Valley Bank ("SVB") has been appointed successor Administrative Agent (in such capacity, the "New Agent") in accordance with the terms of the Credit Agreement and the Agency Agreement.

NOW, THEREFORE, in accordance with the Agency Agreement, the Existing Agent hereby transfers, conveys, assigns, and delivers all of its right, title and interest in the Existing Trademark Security Agreement to the New Agent, together with any lien and security interest which was granted to the Existing Agent pursuant to the Existing Agreements in those trademarks, service marks, applications for trademarks or service marks owned by the Grantors and identified in Schedule A attached hereto (as further defined in the Existing Trademark Security Agreement, the "Trademarks").

To all whom it may concern be it known that for, and in consideration of, said

agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent has transferred, conveyed, assigned and delivered and by these presents does hereby transfer, convey, assign and deliver unto the New Agent, its successors, assigns, and legal representatives, the Existing Agent's entire right, title and interest in and to the Trademarks, throughout the United States of America, its territories and all foreign countries, together with any and all goodwill related thereto.


This Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois.

This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Existing Agent has executed this Agreement as of the date above first written.

BANK OF MONTREAL, as Existing Agent

By: 
Name: David Check
Title: Vice President

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 005367 FRAME: 0554

Acknowledged and Accepted by:

GRANTORS:

ADVICENT SOLUTIONS, LP, formerly known
as Zywave LP.

By: **Lauderdale Holdings LLC,**
its General Partner

By: 

Name: **Todd Clauer**

Title: **Chief Financial Officer**

Signature Page to Assignment of Trademarks

Acknowledged and Accepted by:

SILICON VALLEY BANK, as New Agent

By: 

Name: Thomas Rich

Title: Vice President

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 005367 FRAME: 0556

SCHEDULE A

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

TRADEMARK APPLICATIONS

Grantor	Title	Country	Trademark No.	Registration Date
Advicent Solutions, LP	NAVIPLAN	United States	80/090,787	10/14/2013