

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SolomonEdwardsGroup, LLC		03/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
M Squared Consulting, Inc.		03/25/2015	CORPORATION: DELAWARE
Collabrus Inc.		03/25/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Santander Bank, N.A.
Street Address:	1500 Market Street
Internal Address:	25th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2507797	SOLOMONEDWARDSGROUP,LLC
Registration Number:	2151899	M2
Registration Number:	4129417	EXPERTISE AT WORK
Registration Number:	4004821	M SQUARED
Registration Number:	4004822	M SQUARED CONSULTING
Registration Number:	3115367	COLLABRUS
Registration Number:	2384292	CONSULTANT BILLING INC.

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

OP \$190.00 2507797

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 104877-01057

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 03/26/2015

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of March 25, 2015, is made by SOLOMONEDWARDSGROUP, LLC, a Delaware limited liability company ("SEG"), M SQUARED CONSULTING, INC., a Delaware corporation ("M Squared") and COLLABRUS INC., a California Corporation ("Collabrus" and together with SEG, M Squared and any additional grantors joined hereto from time to time, "Grantors"), each with an address at 1255 Drummers Lane, Suite 200, Wayne, PA 19087, in favor of SANTANDER BANK, N.A. ("Secured Party"), a national banking association with an address at 1500 Market Street, 25th Floor Philadelphia, Pennsylvania, 19102, Attention: Robert Bushey.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of even date herewith (the "Loan Agreement"), among Grantors, M Squared Consulting, Inc., a Delaware corporation ("M Squared"), Collabrus, Inc., a California corporation ("Collabrus"), together with Grantors, M Squared and each other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), and Secured Party, as Lender, Secured Party has made and/or will in the future make certain extensions of credit to the Grantors and Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

WHEREAS, pursuant to such Loan Agreement, Grantors have granted to Secured Party security interests in and to and Liens on substantially all of each Grantor's assets, including without limitation all of each Grantor's intellectual property and specifically including all of each Grantor's registered patents, trademarks and copyrights and all of each Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Secured Party's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Loan Document, to secure the prompt payment and performance of all Obligations to Secured Party, each Grantor hereby pledges and grants to Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the

following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) and the obligations of Secured Party to make extensions of credit to any Grantor under the Loan Agreement or any Loan Document is terminated.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to Secured Party pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of Secured Party with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Secured Party to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Secured Party in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 6.10 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Secured Party a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Secured Party to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Secured Party to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Secured Party, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Secured Party that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Secured Party, in

addition to all other rights, options, and remedies granted to Secured Party under the Loan Agreement or any Loan Document, or otherwise available to Secured Party at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Secured Party under the Loan Agreement or any Loan Document, each Grantor hereby authorizes Secured Party, its successors and assigns, and any officer, employee, attorney or Secured Party thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Secured Party may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Secured Party may deem necessary or desirable in order for Secured Party to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or Loan Document executed by Secured Party, its successors and assigns, and any officer, employee, attorney or Secured Party thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. The provisions of this Agreement and all other agreements and documents referred to herein are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 9.4 of the Loan Agreement (indemnities by Grantors), Section 9.6 of the Loan Agreement (expenses), Section 9.8 of the Loan Agreement (notices), Section 9.10 of the Loan Agreement (survival of certain provisions), Section 9.18 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue) and Sections

9.3 and 9.21 of the Loan Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Secured Party, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:


SOLOMON EDWARDS GROUP, LLC

By:


Edward S. Baumstein
President and Chief Executive Officer

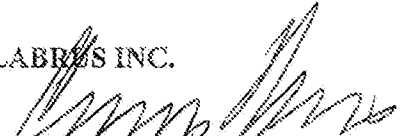
M SQUARED CONSULTING, INC.

By:


Edward S. Baumstein
President and Chief Executive Officer

COLLABRIS INC.


By:


Edward S. Baumstein
President and Chief Executive Officer

[SIGNATURE PAGE -- INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

SANTANDER BANK, N.A.

By: 
Robert Bushey
Senior Vice President

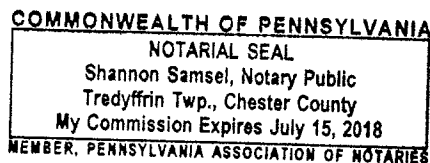
[SIGNATURE PAGE -- INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Acknowledgment of Grantors

STATE OF Pennsylvania
COUNTY OF Chester) ss

On this 20th day of March, 2015 before me personally appeared Edward S. Baumstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SOLOMONEDWARDSGROUP, LLC, M SQUARED CONSULTING, INC., and COLLABRUS INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each company, that the said instrument was signed on behalf of each company as authorized by each company's directors or managers, as applicable, and that he acknowledged said instrument to be the free act and deed of each corporation.

Shannon Samsel
Notary Public





Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents and patent applications:

None.

2. Grantors' trademarks:

Mark	Registration No.	Registration or Filing Date	Expiration Date	Grantor
SolomonEdwardsGroup, LLC 	2507797	November 13, 2001	Nov. 13, 2021	SEG
M2 	2151899	April 21, 1998	Apr. 21, 2018	M Squared
EXPERTISE AT WORK	4129417	April 17, 2012	Apr. 17, 2018	M Squared
M SQUARED	4004821	August 2, 2011	Aug. 02, 2017	M Squared
M SQUARED CONSULTING	4004822	August 2, 2011	Aug. 02, 2017	M Squared
COLLABRUS	3115367	July 11, 2006	Jul. 11, 2016	Collabrus
CONSULTANT BILLING INC.	2384292	September 5, 2000	Sep. 05, 2020	Collabrus

3. Grantors' copyrights:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Supplement”) is made as of this ___ day of _____, by SOLOMONEDWARDSGROUP, LLC, a Delaware limited liability company, M SQUARED CONSULTING, INC., a Delaware corporation, and COLLABRUS INC., a California corporation (collectively, the “Grantors”), with an address at 1255 Drummers Lane, Suite 200, Wayne, PA 19087, in favor of SANTANDER BANK, N.A. (“Secured Party”), a national banking association with an address at 1500 Market Street, 25th Floor, Philadelphia, Pennsylvania, 19102, Attention: Robert Bushey.

W I T N E S S E T H

WHEREAS, Grantor and Secured Party are parties to a certain Intellectual Property Security Agreement dated as of March 25, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “IP Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantors have assigned, pledged and granted to Secured Party a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Loan Document, to secure the prompt payment and performance of all Obligations to Secured Party, each Grantor hereby pledges and grants to Secured Party a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

[Signature Page to IP Security Agreement – Supplement Date _____]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

SOLOMONEDWARDSGROUP, LLC

By: _____
Name:
Title:

M SQUARED CONSULTING, INC.

By: _____
Name:
Title:

COLLABRUS INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SANTANDER BANK, N.A.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____, 201__