

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK		08/26/2016	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as successor Administrative Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2240263	THE WALL STREET SYSTEM	
Registration Number:	2233488	WALL STREET SYSTEMS	
Registration Number:	3383164	WALLSTREET	
Registration Number:	3826848	WALLSTREET BACKOFFICE	
Registration Number:	3700939	WALLSTREET FX	
Registration Number:	3830049	WALLSTREET SUITE	
Registration Number:	3830048	WALLSTREET TREASURY	
Registration Number:	2233489	WSS	
Registration Number:	2484218	TREASURY MANAGER	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	(212) 756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott Kareff		
Address Line 1:	Schulte Roth & Zabel, 919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	080027.0002		

CH \$240.00 2240263

NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	08/30/2016
Total Attachments: 7 source=UBS AG Trademark Security Agreement Assignment#page1.tif source=UBS AG Trademark Security Agreement Assignment#page2.tif source=UBS AG Trademark Security Agreement Assignment#page3.tif source=UBS AG Trademark Security Agreement Assignment#page4.tif source=UBS AG Trademark Security Agreement Assignment#page5.tif source=UBS AG Trademark Security Agreement Assignment#page6.tif source=UBS AG Trademark Security Agreement Assignment#page7.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “**Assignment**”) is executed as of August 26, 2016 by DEUTSCHE BANK AG NEW YORK BRANCH (“**DBNY**”), in its capacity as existing administrative agent and collateral agent immediately prior to the Amendment No. 1 Effective Date (as defined in the below-defined Amendment) (in such capacity, “**Existing Administrative Agent**”) in favor of Successor Administrative Agent (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the below-defined Credit Agreement.

W I T N E S S E T H:

WHEREAS, HELIOS WSS HOLDINGS, INC., a Delaware corporation, and WALL STREET SYSTEMS DELAWARE, INC., a Delaware corporation (the “**Borrower**”), entered into that certain Credit Agreement dated as of April 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with DBNY, as Administrative Agent, and the Lenders party thereto;

WHEREAS, Borrower and the Existing Administrative Agent entered into that certain Trademark Security Agreement dated as of April 30, 2014 (the “**Trademark Security Agreement**”) concerning (i) the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral listed on Schedule 1 attached hereto, notice of which was recorded with the United States Patent and Trademark Office on April 30, 2014 at Reel 5271, Frame 0120, and (ii) for the avoidance of doubt, other Trademark Collateral thereafter acquired or existing, including the Trademark, in Borrower's name, with the Registration Number 3,480,760 (such Trademark, the “New Trademark”);

WHEREAS, concurrently herewith, Existing Administrative Agent and Successor Administrative Agent are entering into that certain Amendment No. 1 to Credit Agreement (the “**Amendment**”), pursuant to which Existing Administrative Agent has resigned as Administrative Agent, the Lenders are appointing UBS AG, Stamford Branch, as successor Administrative Agent (“**Successor Administrative Agent**”) and Existing Administrative Agent is assigning all of its rights, title, interests and obligations under the Credit Agreement to Successor Administrative Agent; and

WHEREAS, in connection with the removal of Existing Administrative Agent, Successor Administrative Agent has requested that Existing Administrative Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Administrative Agent.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Administrative Agent, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Amendment No. 1 Effective

Date (as defined in the Amendment) to Successor Administrative Agent all of the rights, title, obligations and interests of Existing Administrative Agent in, to and under the Trademark Security Agreement and Successor Administrative Agent accepts such assignment and, for the avoidance of doubt, the Borrower grants to the Successor Administrative Agent, to secure the Obligations, a continuing security interest in the Trademark Collateral as defined in the Trademark Security Agreement, including the New Trademark.

2. Further Assurances. Existing Administrative Agent agrees to cooperate with Successor Administrative Agent, at the sole cost and expense of Borrower, and take all actions reasonably requested by Successor Administrative Agent in order to fully carry out the terms of this Assignment or to permit Successor Administrative Agent to obtain the full benefits of this Assignment.

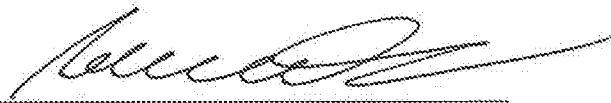
3. Costs and Expenses. Pursuant to the terms of Sections 10.1, 10.4 and 11.7 of the Amendment, Borrower shall pay all costs and expenses of Existing Administrative Agent and Successor Administrative Agent, including the fees and expenses of counsel to the Existing Administrative Agent and Successor Administrative Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Existing Administrative Agent

By: 

Name: Anca Trifan
Title: Managing Director

By: 

Name: Peter Cucchiara
Title: Vice President

UBS AG, STAMFORD BRANCH, as
Successor Administrative Agent

By: 

Name: Darlene Arias

Title: Director

By: 

Name: Denise Bushee

Title: Associate Director

[Signature Page to Assignment of Trademark Security Agreement]

WALL STREET SYSTEMS DELAWARE,
INC.

By: 

Name: Alex Triplett

Title: Authorized Officer

[Signature Page to Assignment of Trademark Security Agreement]

TRADEMARK
REEL: 005869 FRAME: 0434

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Trademark	Record Owner	Country/Region	Registration No.
THE WALL STREET SYSTEM	Wall Street Systems Delaware, Inc.	USA	2240263
WALL STREET SYSTEMS	Wall Street Systems Delaware, Inc.	USA	2233488
WALLSTREET (logo)	Wall Street Systems Delaware, Inc.	USA	3480760
WALLSTREET	Wall Street Systems Delaware, Inc.	USA	3383164
WALLSTREET BACKOFFICE	Wall Street Systems Delaware, Inc.	USA	3826848
WALLSTREET FX	Wall Street Systems Delaware, Inc.	USA	3700939
WALLSTREET SUITE	Wall Street Systems Delaware, Inc.	USA	3830049
WALLSTREET TREASURY	Wall Street Systems Delaware, Inc.	USA	3830048
WSS	Wall Street Systems Delaware, Inc.	USA	2233489
TREASURY MANAGER	Wall Street Systems Treasury Canada ULC	USA	2484218
IT2 TREASURY SOLUTIONS (logo)	IT2 Treasury Solutions Limited	USA	4095094

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

In-Bound Trademark Licenses

Value Added Remarketer Agreement for Pro-IV Systems, dated as of January 24, 1990, by and between McDonnell Douglas Corporation and Wall Street Systems, Inc, as amended.

Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc.

Application Specific Full Use Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc.

Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc

Microsoft Select Agreement, dated as of October 8, 2009, by and between Wall Street Systems Delaware, Inc. and Microsoft Licensing, GP

License Agreement, dated as of June 23, 1999, by and between Platinum Software Corporation (as Licensor) and Wall Street Systems, Inc and related Supplement to License Agreement, dated as of June 23, 1999, by and between Epicor Software Corporation and Wall Street Systems, Inc.