TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Public Plan IQ		01/12/2017	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, as Administrative Agent
Street Address:	500 WEST MONROE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4938417	PUBLIC PLAN IQ
Registration Number:	4938418	PUBLIC PLAN IQ

OP $65.00 4938417

CORRESPONDENCE DATA

Fax Number: 4045725134

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: 404.572.4600
Email: ssexton@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree St.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	23743.015011
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	01/12/2017

Total Attachments: 5
source=eVestment - Trademark Security Agreement (Public Plan IQ)#page1.tif
source=eVestment - Trademark Security Agreement (Public Plan IQ)#page2.tif
source=eVestment - Trademark Security Agreement (Public Plan IQ)#page3.tif

source=eVestment - Trademark Security Agreement (Public Plan IQ)#page4.tif
source=eVestment - Trademark Security Agreement (Public Plan IQ)#page5.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2017 (this "Security Agreement"), is made by Public Plan IQ Limited Liability Company, a New Jersey limited liability company (the "Grantor"), in favor of Antares Capital LP, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, eVestment, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Agent have entered into a Credit Agreement, dated as of August 28, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of August 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its registered Trademarks and all registered Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such

Trademark shall automatically become part of the Trademark Collateral and subject to the security interest pledged.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty**. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts**. This Security Agreement 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 may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[*remainder of page intentionally left blank*]

TRADEMARK
REEL: 005965 FRAME: 0908

IN WITNESS WHEREOF, the 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.

PUBLIC PLAN IQ LIMITED LIABILITY COMPANY

By: _____
Name: JAMES E. MINNICK, II
Title: CEO

TRADEMARK
REEL: 005965 FRAME: 0909

Acknowledged and Agreed to as of the date hereof:

AGENT:

ANTARES CAPITAL LP

By: _____

Name: ANDY WELICKY

Title: Duly Authorized Signatory

TRADEMARK
REEL: 005965 FRAME: 0910

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date	Owner	Status
PUBLIC PLAN IQ	86655134	4938417	April 12, 2016	Public Plan IQ Limited Liability Company	Registered
	86655140	4938418	April 12, 2016	Public Plan IQ Limited Liability Company	Registered