

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reval.com, Inc.		02/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as administrative agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75821375	REVAL	
Serial Number:	76289090	REVAL	
Serial Number:	86634112	REVAL CHOICE	
Serial Number:	86634115	REVAL CLEARPATH	
Serial Number:	86634111	REVAL CORE	
Serial Number:	85393363	SINGLE SOLUTION. TOTAL VISIBILITY.	
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:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	080027-0003		
NAME OF SUBMITTER:	Scott Kareff (080027-0003)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/10/2017		

CH \$165.00 75821375

Total Attachments: 5

source=Trademark Security Agreement for Reval.com, Inc. - UBS AG#page1.tif

source=Trademark Security Agreement for Reval.com, Inc. - UBS AG#page2.tif

source=Trademark Security Agreement for Reval.com, Inc. - UBS AG#page3.tif

source=Trademark Security Agreement for Reval.com, Inc. - UBS AG#page4.tif

source=Trademark Security Agreement for Reval.com, Inc. - UBS AG#page5.tif

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, REVAL.COM, INC., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Wall Street Systems Delaware, Inc. (the “**Borrower**”), Helios WSS Holdings, Inc., the Lenders party thereto, UBS AG, STAMFORD BRANCH, as Administrative Agent, are parties to an Amended and Restated Credit Agreement dated as of August 26, 2016 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 30, 2014 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and UBS AG, Stamford Branch (as successor in interest to Deutsch Bank AG New York Branch), as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Grantor’s Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10 day of February, 2017.

REVAL.COM, INC.

By: 

Name: Alex Triplett

Title: Authorized Signatory

UBS AG, STAMFORD BRANCH, as
Administrative Agent

By:



Name: Darlene Arias

Title: Director

By:



Name: Craig Pearson

Title: Associate Director

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

Intellectual Property

Country	Trademark	Owner Name	Application No.	Application Date	Registration No.	Registration Date	Status
United States	REVAL	Reval.com, Inc.	75/821,375	10/12/1999	2,571,922	5/21/2002	Registered
United States	REVAL (Stylized)	Reval.com, Inc.	76/289,090	7/23/2001	2,617,759	9/10/2002	Registered
United States	REVAL CHOICE	Reval.com, Inc.	86/634,112	5/19/2015	N/A	N/A	Pending
United States	REVAL CLEARPATH	Reval.com, Inc.	86/634,115	5/19/2015	N/A	N/A	Pending
United States	REVAL CORE	Reval.com, Inc.	86/634,111	5/19/2015	N/A	N/A	Pending
United States	SINGLE SOLUTION. TOTAL VISIBILITY.	Reval.com, Inc.	85/393,363	8/9/2011	4,258,610	12/11/2012	Registered