

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489583

|   |                                  |                                       |                                     |
|---|----------------------------------|---------------------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |                                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                |                                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                  |                                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b>                 | <b>Entity Type</b>                  |
| Piedmont Investment Management, Inc.  |                                  | 09/07/2018                            | Corporation: NORTH CAROLINA         |
| Aapryl, LLC   |                                  | 09/07/2018                            | Limited Liability Company: DELAWARE |
| Fiduciary Investment Solutions, Inc.  |                                  | 09/07/2018                            | Corporation: PENNSYLVANIA           |
| FIS Funds Management, Inc.  |                                  | 09/07/2018                            | Corporation: PENNSYLVANIA           |
| FIS Group, Inc.   |                                  | 09/07/2018                            | Corporation: PENNSYLVANIA           |
| <b>RECEIVING PARTY DATA</b>   |                                  |                                       |                                     |
| <b>Name:</b>  | Firstrust Bank                   |                                       |                                     |
| <b>Street Address:</b>  | 15 East Ridge Pike               |                                       |                                     |
| <b>City:</b>  | Conshohocken                     |                                       |                                     |
| <b>State/Country:</b>   | PENNSYLVANIA                     |                                       |                                     |
| <b>Postal Code:</b>   | 19428                            |                                       |                                     |
| <b>Entity Type:</b>   | Corporation: PENNSYLVANIA        |                                       |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                  |                                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>                      |                                     |
| <b>Registration Number:</b>   | 3594726                          | FIS GROUP                             |                                     |
| <b>Registration Number:</b>   | 5282537                          | AAPRYL                                |                                     |
| <b>Registration Number:</b>   | 5282538                          | EMPOWERING PORTFOLIO SOLUTIONS AAPRYL |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                  |                                       |                                     |
| <b>Fax Number:</b>  | 2158325619                       |                                       |                                     |
| <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> |                                  |                                       |                                     |
| <b>Phone:</b>   | 2155695619                       |                                       |                                     |
| <b>Email:</b>   | pecsenye@blankrome.com           |                                       |                                     |
| <b>Correspondent Name:</b>  | Timothy D. Pecsénye              |                                       |                                     |
| <b>Address Line 1:</b>  | One Logan Square                 |                                       |                                     |
| <b>Address Line 4:</b>  | Philadelphia, PENNSYLVANIA 19103 |                                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 035848-01601                     |                                       |                                     |

OP \$90.00 3594726

|   |                       |
|---|-----------------------|
| <b>NAME OF SUBMITTER:</b>   | Timothy D. Pecsénye   |
| <b>SIGNATURE:</b>   | /Timothy D. Pecsénye/ |
| <b>DATE SIGNED:</b>   | 09/12/2018            |
| <b>Total Attachments: 5</b><br>source=Intellectual Property Security Agreement (Piedmont)#page1.tif<br>source=Intellectual Property Security Agreement (Piedmont)#page2.tif<br>source=Intellectual Property Security Agreement (Piedmont)#page3.tif<br>source=Intellectual Property Security Agreement (Piedmont)#page4.tif<br>source=Intellectual Property Security Agreement (Piedmont)#page5.tif |                       |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Copyrights, Patents and Trademarks)**

This Intellectual Property Security Agreement (Copyrights, Patents and Trademarks) (this “Agreement”), dated as of September 7, 2018, is made by and among FIS GROUP, INC., a Pennsylvania corporation (“FIS”), PIEDMONT INVESTMENT MANAGEMENT, INC., a North Carolina corporation (“Piedmont”), AAPRYL LLC, a Delaware limited liability company (“Aapryl”), FIDUCIARY INVESTMENT SOLUTIONS, INC., a Pennsylvania corporation (“Fiduciary”), FIS FUNDS MANAGEMENT, INC., a Pennsylvania corporation (“FISFM), and together with FIS, Piedmont, Aapryl, Fiduciary and any of their Affiliates or Subsidiaries that may hereafter become parties to the Loan Agreement (defined below) as a borrower, each a “Debtor” and collectively, “Debtors”, and FIRSTRUST BANK (together with its successors and assigns, “Secured Party”), having a business location at the address set forth below next to its signature.

Recitals

Debtors, as Borrowers, and Secured Party, as Lender, are parties to that certain Amended and Restated Loan Agreement, dated of even date herewith (as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced, the “Loan Agreement”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtor.

As a condition to extending credit to or for the account of Debtors, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Debtor’s right, title and interest in and to any and all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, including (i) the copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable thereunder, licenses thereof, or with respect thereto, (iv) the right to sue for past, present and future infringements or dilutions thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“Patents” means all of each Debtor’s right, title and interest in and to any and all patents and patent applications, including (i) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof and (v) all of each Debtor’s rights corresponding thereto throughout the world.

“**Trademarks**” means all of each Debtor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications (excluding any “intent-to-use” application), service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor’s business symbolized by the foregoing or connected therewith and (vi) all of each Debtor’s rights corresponding thereto throughout the world.

2. **Security Interest.** Debtors hereby grant Secured Party a security interest in the Copyrights, Patents and Trademarks to secure payment of the Obligations.

3. **Loan Documents.** This Agreement has been entered into in conjunction with the Loan Agreement and the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Copyrights, Patents and Trademarks are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

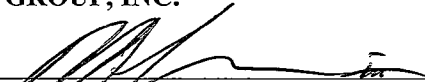
5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.


*Signature page follows*

above. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written

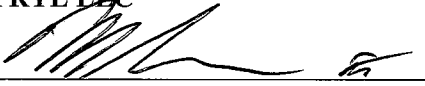
**FIS GROUP, INC.**

By:   
Name: McCullough Williams, III  
Title: President


**PIEDMONT INVESTMENT MANAGEMENT, INC.**

By:   
Name: McCullough Williams, III  
Title: President


**AAPRYL LLC**

By:   
Name: McCullough Williams, III  
Title: President

**FIDUCIARY INVESTMENT SOLUTIONS, INC.**

By:   
Name: McCullough Williams, III  
Title: Vice President

**FIS FUNDS MANAGEMENT, INC.**

By:   
Name: McCullough Williams, III  
Title: Vice President

**FIRSTRUST BANK**

By: \_\_\_\_\_  
Name: James Juarez  
Title: AVP

Notice Address:  
Firsttrust Bank  
15 E. Ridge Pike  
Conshohocken, PA 19428  
Attention: Ashley W. Clark  
Facsimile No.: (610) 941-5914

Signature Page to Intellectual Property Security Agreement.

Exhibit A

| Owner                                | Type of Intellectual Property | Patent/<br>Trademark/<br>Copyright<br>Title                 | Application No. | Date of Application | Reg. No.  | Date of Registration |
|--------------------------------------|-------------------------------|---|-----------------|---------------------|-----------|----------------------|
| FIS Group, Inc.                      | Trademark                     | FIS Group   | 77549188        | 8/18/2008           | 3,594,726 | 3/24/2009            |
| Fiduciary Investment Solutions, Inc. | Trademark                     | Aapryl  | 87105547        | 7/15/2016           | 5,282,537 | 9/5/2017             |
| Fiduciary Investment Solutions, Inc. | Trademark                     | Empowering Portfolio Solutions<br>Aapryl                    | 87105634        | 7/15/2016           | 5,282,538 | 9/5/2017             |
| Fiduciary Investment Solutions, Inc. | Patent                        | Aapryl – System and Method for Selecting Portfolio Managers | 15861806        | 1/4/2018            | Pending   | Pending              |