

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vestmark, Inc.		11/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88062525	VESTMARK	
Serial Number:	88062524		
Serial Number:	88062521	VESTMARK	
Serial Number:	88062520		
Serial Number:	88062517	VESTMARK	
Serial Number:	86399953	TAP	
Serial Number:	86399951	PORTFOLIOONE	
Serial Number:	86399948	TAILORED ADVISORY PORTFOLIO	
Serial Number:	86399939	UNIFIED WEALTH MANAGEMENT	
Serial Number:	86399946	VESTMARKONE	
Serial Number:	78906377	PORTFOLIO360	
Serial Number:	76505299	VESTMARK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7033826485		
Email:	DHall@vlpawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
TRADEMARK			

OP \$315.00 88062525

Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 11/09/2018

Total Attachments: 6

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page1.tif

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page2.tif

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page3.tif

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page4.tif

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page5.tif

source=(WAL-Vestmark) EXECUTED Intellectual Property Security Agreement (Vestmark)_11-6-18#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 6, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and VESTMARK, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 6, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

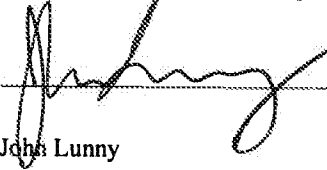
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

VESTMARK, INC., a Delaware corporation

By:  _____

Name: John Lunny

Title: CEO and President

Address for Notices:

Attn:
100 Quannapowitt Parkway, Suite 205
Wakefield, MA 01880
Fax: 781-224-3641

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

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

GRANTOR:

VESTMARK, INC., a Delaware corporation

By:

Name: John Lunny

Title: CEO and President

Address for Notices:

Attn:

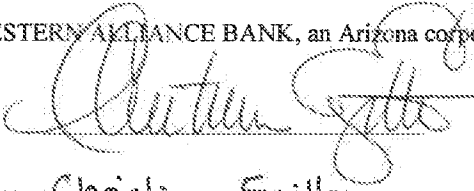
100 Quannapowitt Parkway, Suite 205

Wakefield, MA 01880

Fax: 781-224-3641

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Christine Egitho

Title: Vice President

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist



<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
VESTMARK	88062525			08/02/18
	88062524			08/02/18
VESTMARK	88062521			08/02/18
	88062520			08/02/18
VESTMARK	88062517			08/02/18
TAP	86399953	5023133		09/16/14
PORTFOLIOONE	86399951	4886652		09/19/14
TAILORED ADVISORY PORTFOLIO	86399948	4886651		09/19/14
UNIFIED WEALTH MANAGEMENT	86399939	4792228		09/19/14
VESTMARKONE	86399946	4742897		09/19/14
PORTFOLIO360	78906377	3562646		06/12/06
VESTMARK	76505299	2880922		04/09/03

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
System and method for reconciling financial records by matching outstanding trade orders to unmatched transactions	8521634	13457676	Published	08/27/13
System and method for reconciling financial records	8175943	12057707	Published	05/08/12
System And Method For Scalable Characteristic Based Modeling for Automated Trade Processing	14803852			
System And Method For Automated Trade Processing	14851910			
System And Method For Modeling And Coordinating Trade Generation Across Multiple Investment Accounts	14864604			