

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUFACTURERS AND TRADERS TRUST COMPANY		06/06/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Public Financial Management, Inc.		
Street Address:	1735 Market Street, 43rd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88226962	MUNITE	
Serial Number:	88226877	MUNITE	
Serial Number:	88226748		
Serial Number:	88226667		
Serial Number:	88024870	MUNITE	
Registration Number:	5357873	PACEKEEPER	
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>			
Email:	ipdockets@dbr.com		
Correspondent Name:	MITA K. LAKHIA		
Address Line 1:	DRINKER BIDDLE & REATH LLP		
Address Line 2:	191 N. WACKER DRIVE, SUITE 3700		
Address Line 4:	Chicago, ILLINOIS 60606-1698		
ATTORNEY DOCKET NUMBER:	499969		
NAME OF SUBMITTER:	Mita K. Lakhia		
SIGNATURE:	/Mita K. Lakhia/		
DATE SIGNED:	06/06/2019		

OP \$165.00 88226962

Total Attachments: 4

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GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST (this "Agreement") dated as of June 6, 2019, is made by and between Manufacturers and Traders Trust Company as Administrative Agent for certain Secured Parties (hereinafter referred to as "Lender") and Public Financial Management, Inc., a Pennsylvania corporation (hereinafter referred to as "Grantor").

WHEREAS, Grantor owns all right, title and interest in and to certain U.S. trademarks, including all rights in the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Grantor is obligated to Lender pursuant to a Security Agreement dated as of July 3, 2013 (as the same has been amended through the date hereof and as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, Grantor granted to Lender a security interest in all right, title and interest of Grantor in and to, among other things, the Trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of its security obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral made and granted herby are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Grantor hereby agrees that, notwithstanding anything herein to the contrary, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral subject to a security interest hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Lender have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.


PUBLIC FINANCIAL MANAGEMENT, INC.

By: 

Name: Cheryl Maddox

Title: Secretary

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Administrative
Agent

By: 
Name: Michael Post
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006664 FRAME: 0180

SCHEDULE A

U.S. Trademarks

Serial Number	Registration Number	Mark	Owner
88226962	None	MUNITE (vertical design)	Public Financial Management, Inc.
88226877	None	MUNITE (horizontal design)	Public Financial Management, Inc.
88226748	None	(lattice design)	Public Financial Management, Inc.
88226667	None	(hexagon design)	Public Financial Management, Inc.
88024870	None	MUNITE (word)	Public Financial Management, Inc.
87213231	5357873	PACEKEEPER	Public Financial Management, Inc.