

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUODD Financial Information Services		07/18/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88404248	QUODD FINANCIAL INFORMATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	LMFIPTeam@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	07/22/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of July 18, 2019, by QUODD Financial Information Services, a California corporation (the “**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2018, by and among Companies, Holdings, Financeware, VMS Intermediate, the Guarantors, and Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Companies (the “**Loan**”); and

WHEREAS, in connection with the continuing obligation of Agent and the Lenders to perform under the Credit Agreement, the Grantor shall execute and deliver this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant to the Credit Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of the Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), the Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on **Schedule A** attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed) (collectively, the “**Trademarks**”);

(b) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(c) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(d) Any and all amendments, renewals, extensions, reissuances and replacements of

any of the foregoing; and

(e) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent (for the ratable benefit of the Secured Parties) in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than unasserted contingent indemnity obligations and obligations under any Interest Rate Agreement or Currency Agreement not yet due and payable) secured hereby unconditionally and (b) the cancellation or termination of the Commitments. Upon any such termination, Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) or otherwise authorize the filing of such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by e-mail or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

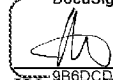
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IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement to be effective as of the date first written above.

GRANTOR:

QUODD FINANCIAL INFORMATION SERVICES

By:

 _____
DocuSigned by: QB6DCCAD81C3426

Name: Walter P. Maner, IV

Title: Chairman and Chief Executive Officer

SCHEDULE A

TRADEMARK COLLATERAL

Registered Trademarks:

None.

Pending Trademark Applications:

Current Listed Registrant	Mark	Country	Filing Date	Application Number
QUODD Financial Information Services	QUODD FINANCIAL INFORMATION SERVICES	USA	4/26/2019	88/404,248