

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allegro Development Corporation		09/24/2019	Corporation: DELAWARE
Financial Engineering Associates, Inc.		09/24/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5336021	ALLEGRO HORIZON	
Registration Number:	3556113	ALLEGRO	
Serial Number:	87785647	ALLEGRO VISTA	
Registration Number:	4529992	@ENERGY/POWERWORKS	
Registration Number:	4491592	POWERWORKS	
Registration Number:	3263167	STRUCTURETOOL	
Registration Number:	3799345	FEA	
Registration Number:	3833626	PRONG+	
Registration Number:	2109907	@EQUITY	
Registration Number:	2019804	VARWORKS	
Registration Number:	2239086	@ENERGY	
Registration Number:	1860319	@INTEREST	
Registration Number:	1738136	FEA	
Registration Number:	1752287	@GLOBAL	
CORRESPONDENCE DATA			
Fax Number:			

CH \$365.00 5336021

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.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1145754-0039-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	09/24/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

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

September 24, 2019

WHEREAS, Allegro Development Corporation, a Delaware corporation (“**Allegro**”) and Financial Engineering Associates, Inc., a California corporation (“**Financial Engineering**”) and together with Allegro, the “**Grantors**”) each own, or in the case of licenses are party to, the Trademark Collateral (as defined below);

WHEREAS, Wall Street Systems Delaware, Inc., a Delaware corporation (the “**Borrower**”), Wall Street Systems Holdings, Inc., a Delaware corporation (“**Intermediate Holdings**”), Helios WSS Holdings, Inc., a Delaware corporation (“**Holdings**”), the several banks and other financial institutions or entities from time to time party as Lenders thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”), are parties to the Third Amended and Restated Credit Agreement dated as of March 20, 2018 (as amended by Amendment No. 1 to Credit Agreement on April 5, 2019 and as further amended, restated, supplemented or modified 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 Grantors party thereto and UBS AG, Stamford Branch (as successor in interest to Deutsche 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), each Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of each Grantor, including all right, title and interest of each 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, each Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of each 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 each 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 each 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 each 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 each Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of each 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.

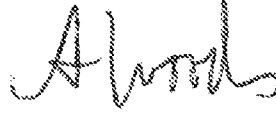
Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of each Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, 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 each 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, each 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 each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ALLEGRO DEVELOPMENT CORPORATION, as a Grantor



By: _____
Name: Ashley Woods
Title: Director

FINANCIAL ENGINEERING ASSOCIATES, INC., as a Grantor

By: _____
Name: Alex Triplett
Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ALLEGRO DEVELOPMENT CORPORATION, as a
Grantor

By: _____
Name: Ashley Woods
Title: Director

FINANCIAL ENGINEERING ASSOCIATES, INC., as
a Grantor

By: _____
Name: Alex Triplett
Title: Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:


UBS AG, STAMFORD BRANCH, as Administrative Agent



By: _____

Name: Darlene Arias

Title: Director



By: _____

Name: Houssein Daly

Title: Associate Director

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

ALLEGRO DEVELOPMENT CORPORATION

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ALLEGRO HORIZON	5336021	11/14/2017
ALLEGRO	3556113	1/6/2009

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	APP DATE
ALLEGRO VISTA	87785647	2/6/2018

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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None

FINANCIAL ENGINEERING ASSOCIATES, INC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
@ENERGY/POWERWORKS	4529992	5/13/2014
POWERWORKS	4491592	3/4/2014
STRUCTURETOOL	3263167	7/10/2007
FEA	3799345	6/8/2010
PRONG+	3833626	8/17/2010
@EQUITY	2109907	10/28/1997
VARWORKS	2019804	11/26/1996
@ENERGY	2239086	4/13/1999
@INTEREST	1860319	10/25/1994
FEA	1738136	12/8/1992
@GLOBAL	1752287	2/16/1993

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE
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None

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
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None