

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financo, LLC		08/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harrison Group, Inc.		
Street Address:	993 Fifth Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	CORPORATION: DELAWARE		
Name:	Gilbert W. Harrison		
Street Address:	993 Fifth Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3365374	FINANCO	
Registration Number:	2270630	FINANCO, INC.	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.864.8207		
Email:	bischoff@ballardspahr.com, shorem@ballardspahr.com,		

CH \$65.00 3365374

phila\_tmddocketing@ballardspahr.com

Correspondent Name: Jamie B. Bischoff  
Address Line 1: Ballard Spahr LLP  
Address Line 2: 1735 Market Street, 51st Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00841572
NAME OF SUBMITTER:	Jamie B. Bischoff
Signature:	/Jamie B. Bischoff/
Date:	12/11/2012

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”) is executed as of August 30, 2012 by **Financo, LLC**, a Delaware limited liability company (the “Company”), and delivered to **Harrison Group, Inc.** (formerly known as Financo, Inc.), a Delaware corporation (“Oldco”) and **Gilbert W. Harrison** (“Harrison” and collectively with Oldco, the “Secured Parties”).

### BACKGROUND

A. Pursuant to the Contribution Agreement between Oldco and the Company, dated as of August 4, 2012 (the “Contribution Agreement”), Oldco, among other things, contributed to the Company the right, title interest in the Trademarks (as defined in the Contribution Agreement) owned prior thereto by Oldco.

B. This Agreement is being executed contemporaneously with (i) that certain Amended and Restated Limited Liability Company Operating Agreement of the Company of even date herewith among the Company, Oldco, Bergco Holdings, LLC, Joshua Goldberg and Colin Welch (as it may be amended, restated, supplemented or modified from time to time, the “Operating Agreement”) and (ii) that certain employment agreement of even date herewith between Financo PEO, LLC, a Delaware limited liability company and a 99% subsidiary of Financo, LLC (“Financo PEO”), and Harrison (as it may be amended, restated, supplemented or modified from time to time, the “Harrison Agreement”). Capitalized terms not defined herein shall have the meanings given to such terms in the Operating Agreement.

C. The Company desires to grant to the Secured Parties, and the Secured Parties desire to acquire, a lien on and security interest in the Trademarks and (where applicable) the registration thereof and the goodwill embodied therein, as security for the Company’s prompt performance of the Obligations as defined herein), and the Secured Parties desire to have its security interest in such Trademarks as are registered (as set forth on Schedule A hereto, “Registered Trademarks”) confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office. For purposes of this Agreement, the term “Obligations” shall mean all of the obligations of the Company to Oldco pursuant to Section 12.9 of the Operating Agreement (including without limitation any Redemption Note issued by the Company to Oldco thereunder) and the payment obligations of the Company to Harrison pursuant to Section 3 (but excluding any portion of benefits to the extent they survive the expiration of or satisfaction of the Oldco Mandatory Redemption as defined under the Operating Agreement)) and, if applicable, Section 5 of the Employment Agreement. For the avoidance of doubt, the Obligations shall be deemed satisfied upon the consummation of a “Sale of the Company” in compliance with the Operating Agreement.

**NOW THEREFORE**, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of both Oldco's entry into the Operating Agreement and Harrison's entry into the Harrison Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Company grants to the Secured Parties a lien on and security interest in all of the Company's present and future right, title and interest in and to the Trademarks and the goodwill embodied in the Trademarks and (where applicable) the registration thereof and the right (but not the obligation) to sue third parties for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. The Company represents and warrants to the Secured Parties that the Company has the unqualified right, power and authority to enter into this Agreement and perform its terms.

3. The Company covenants that, until all the Obligations are paid and satisfied in full:

(a) if the Company acquires rights to any new trademark which uses or includes the "Financo" name ("Additional Financo Trademarks"), the provisions of this Agreement shall automatically apply thereto and such Additional Financo Trademarks shall be deemed part of the Trademarks, and the Company shall give the Secured Parties prompt written notice thereof along with, in the case where an Additional Financo Trademark is registered, an amended Schedule A;

(b) the Company will comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Registered Trademarks;

(c) the Company will keep the Trademarks free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments (other than to the Secured Parties hereunder) and covenants by the Company not to sue third persons (collectively, "Encumbrances") other than (i) Encumbrances on the Trademarks existing as of the date hereof that have been disclosed to the Company and (ii) any non-exclusive licenses granted by the Company in the ordinary course of business;

(d) the Company will not enter into any agreement, including, without limitation, license agreements or options, which is inconsistent with the Company's obligations under this Agreement or which restrict or impair the Secured Parties' rights hereunder; provided, however, that the Company may grant a license to its subsidiaries to use the Trademarks so long as any such license is revocable by any transferee of the Trademarks, including the Secured Parties, without notice or penalty;

(e) the Company will (i) use reasonable commercial efforts to preserve and maintain all rights of the Company in the Trademarks in existence on the date hereof in full force and effect, (ii) use reasonable commercial efforts to defend any suits or actions commenced or threatened against it or notice of claims asserted or threatened against it with reference to the Trademarks, and (iii) not abandon any of the Trademarks without the prior written consent of each Secured Party, which may be withheld in such Secured Party's reasonable discretion or, alternatively, transferring such Trademark to the Secured Parties; and

(f) except as permitted by Section 3(c), the Company will, except in connection with a Complete Sale of the Company (as defined in the Operating Agreement), not sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than the Secured Parties without the prior written consent of each Secured Party, which may be withheld in such Secured Party's sole and absolute discretion.

4. So long as this Agreement is in effect and so long as the Secured Parties have not foreclosed upon the Trademarks in accordance with this Agreement, including Section 5, (i) the Company shall continue to have the exclusive right to use the Trademarks; and (ii) the Secured Parties shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. Anything herein contained to the contrary notwithstanding, while an Event of Default has occurred and is continuing, the Company hereby covenants and agrees that the Secured Parties, as the holders of a security interest under the Uniform Commercial Code of the State of New York, may take such action permitted hereunder and under applicable law, in its exclusive discretion, to exercise the remedies available to a secured party including, without limitation, to foreclose upon the Trademarks covered hereby. For such purposes, the Company hereby authorizes and empowers each Secured Party, while an Event of Default has occurred and is continuing, to make, constitute and appoint any officer or agent of such Secured Party as it may select, in its exclusive discretion, as the Company's true and lawful attorney-in-fact, with the power to endorse such the Company's name on all applications, documents, papers and instruments necessary for such Secured Party to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for such Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. This power of attorney shall be irrevocable for the life of this Agreement, and until all Obligations are paid and satisfied in full. The Company shall promptly, upon demand, reimburse and indemnify each Secured Party for all damages, costs and expenses, including reasonable attorneys' fees and costs, reasonably incurred by it in the fulfillment of the provisions of this paragraph. Except as set forth in the *proviso* below, upon foreclosure of the Trademarks in accordance with this Agreement, including this Section 5, the Secured Parties shall have no right to sell or license the Trademarks to a third party; provided, however, that, after the expiration of the "Member Restrictions" set forth in Section 6.7 of the Operating Agreement, a Secured Party may use the Trademarks in the operation of its and its affiliates' businesses. For purposes of this Agreement, an "Event of Default" shall be deemed to have occurred if (a) the Company shall materially breach any of the Obligations and (b) such breach shall not have been cured within thirty (30) days of written notice thereof to the Company by the Secured Parties.

6. No provision of this Agreement may be amended or modified without the written consent of all parties hereto.

7. All rights and remedies herein granted to the Secured Parties shall be in addition to any rights and remedies granted to Oldco under the Operating Agreement, Harrison under the Harrison Agreement, or any other agreement, by law or in equity.

8. After all Obligations are paid and satisfied in full, the Secured Parties shall, at the Company's expense, promptly execute and deliver to the Company all documents reasonably necessary to terminate the Secured Parties' security interest in the Trademarks. For such purposes, the Secured Parties hereby authorize and empower the Company to make, constitute and appoint any officer or agent of the Company, as the Secured Parties' true and lawful attorney-in-fact, with the power to endorse such the Secured Parties' name on all applications, documents, papers and instruments necessary for such security interest to be terminated.

9. The Company shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Secured Parties may, if the Secured Parties reasonably deem it necessary, be joined as a nominal party to such suit if each Secured Party shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. The Company shall promptly, upon demand, reimburse and indemnify each Secured Party for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by it in the fulfillment of the provisions of this paragraph.

10. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof (irrespective of the length of time for which such failure continues) shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

12. Any notices or consents required or permitted by this Agreement shall be in writing and sufficient if (a) delivered personally, (b) sent by registered or certified mail, postage prepaid, or (c) sent by reputable overnight courier (charges prepaid), to the addresses set forth in Section 14.7 of the Operating Agreement, in each case with a follow-up email to the email addresses listed in such Section 14.7 of the Operating Agreement containing the content of such notice or communication and notifying the addressee of the delivery of such notice or other communication in the manner set forth in clauses (a)-(c) above, as applicable. If sent by mail, notice shall be considered delivered five (5) Business Days after the date of mailing; if sent by overnight courier with a nationally recognized courier, notice shall be considered delivered the next Business Day after the date of mailing; and if sent by any other means set forth above, notice shall be considered delivered upon actual delivery thereof. Any party may by notice to the other parties change the address to which notice or other communications to it are to be delivered or mailed.

13. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any dispute relating hereto shall be heard in the state or federal courts located in the county and state of New York, and in connection therewith the parties agree to jurisdiction and venue therein. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

15. In the event of any litigation or other legal proceedings by any party hereto hereunder, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and other expenses reasonably incurred in connection with such legal proceeding. The parties hereto hereby agree that any controversy or dispute between them and any claim made by one of them against the other arising under this Agreement shall be resolved by binding arbitration according to the provisions set forth in Section 14.20 of the Operating Agreement, provided that each party hereto shall have the right (but shall not be required) to commence litigation or other legal proceedings either (i) with respect to the enforcement of the dispute resolution provisions of this Agreement and/or to confirm or vacate any arbitration award or (ii) as provided for in Section 16 below. Any resort to a court by a party hereto to seek equitable relief shall not preclude such party from seeking monetary damages through arbitration hereunder.

16. Each party hereto acknowledges that any breach thereof may cause the other party substantial and irrevocable damage. Therefore, in the event of any such breach, in addition to such other remedies that may be available, each party hereto shall have the right to seek specific performance and emergency or injunctive relief without the necessity of posting any bond or proving special damages or irreparable injury, and the other party waives any defense that the first party would have an adequate remedy at law.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and the year first above written.

COMPANY

FINANCO, LLC

By:   
John Berg - CEO

Approved and Accepted:

HARRISON GROUP, INC.

By: \_\_\_\_\_  
Gilbert W. Harrison - Chairman

HARRISON

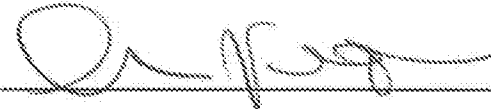
\_\_\_\_\_  
Gilbert W. Harrison

ACKNOWLEDGMENT

UNITED STATES OF AMERICA )  
STATE OF NEW YORK ) :SS  
COUNTY OF NEW YORK )

LISA VEGA  
Notary Public, State of New York  
No. 01VE6228182  
Qualified in New York County  
Commission Expires September 13, 2014

On this 30<sup>th</sup> day of August, 2012, before me personally appeared (a) Gilbert Harrison, to me known and being duly sworn, deposes and says that the within Agreement is his voluntary act; and (b) Gilbert Harrison and John Berg, each of whom to me known and being duly sworn, deposes and says that (i) he is the referenced authorized officer of the Delaware entity described in the foregoing Agreement, (ii) he knows the seal of such company, (iii) the seal so affixed to the Agreement is such limited liability company seal, (iv) he signed the agreement and affixed the seal of such company thereto as such officer pursuant to the authority vested in him by law, (v) the within Agreement is the voluntary act of such company, and (vi) he desires the same to be recorded as such.

  
\_\_\_\_\_

Notary Public  
My Commission Expires: SEPTEMBER 13, 2014



IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and the year first above written.

COMPANY

FINANCO, LLC

By: \_\_\_\_\_

John Berg - CEO

Approved and Accepted:

HARRISON GROUP, INC.



Gilbert W. Harrison - Chairman

HARRISON



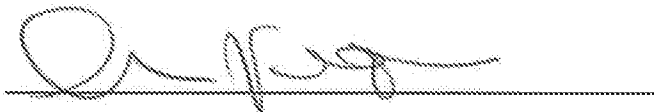
Gilbert W. Harrison

ACKNOWLEDGMENT

UNITED STATES OF AMERICA )  
STATE OF NEW YORK ) :SS  
COUNTY OF NEW YORK )

LISA VEGA  
Notary Public, State of New York  
No. 01VE6228162  
Qualified in New York County  
Commission Expires September 13, 2014



On this 30<sup>th</sup> day of August, 2012, before me personally appeared (a) Gilbert Harrison, to me known and being duly sworn, deposes and says that the within Agreement is his voluntary act; and (b) Gilbert Harrison and John Berg, each of whom to me known and being duly sworn, deposes and says that (i) he is the referenced authorized officer of the Delaware entity described in the foregoing Agreement, (ii) he knows the seal of such company, (iii) the seal so affixed to the Agreement is such limited liability company seal, (iv) he signed the agreement and affixed the seal of such company thereto as such officer pursuant to the authority vested in him by law, (v) the within Agreement is the voluntary act of such company, and (vi) he desires the same to be recorded as such.



Notary Public

My Commission Expires: SEPTEMBER 13, 2014

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

<b>Country</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Registrant</b>	<b>Status</b>
<b>U.S.</b>	FINANCO	3,365,374 (77/171150)	January 8, 2008 (May 7, 2007)	Financo, Inc.	ACTIVE
<b>U.S.</b>	FINANCO, INC.	2,270,630 (75/497005)	August 17, 1999 (June 3, 1998)	Financo, Inc.	ACTIVE
<b>United Kingdom</b>	Financo (Stylized)    	2301384 (2301384)	October 25, 2002 (May 24, 2002)	Financo, Inc.	ACTIVE
<b>European Union (Community Trademark)</b>	FINANCO, INC.	005881958 (005881958)	April 10, 2008 (May 8, 2007)	Financo, Inc.	ACTIVE

**EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK ASSIGNMENT OF REGISTERED TRADEMARKS**

**WHEREAS**, Financo, LLC (the "Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule A attached hereto and made a part hereof (the "Registered Trademarks"), which are registered in the United States Patent and Trademark Office; and

**WHEREAS**, \_\_\_\_\_ (the "Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring the Registered Trademarks;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, does hereby transfer, assign and set over unto the Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Registered Trademarks and all proceeds thereof and all goodwill associated therewith.

**IN WITNESS WHEREOF**, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FINANCO, LLC**

Witness: \_\_\_\_\_

By: \_\_\_\_\_

As Attorney-in-fact



**SCHEDULE A TO REGISTERED TRADEMARK ASSIGNMENT**

**REGISTERED  
TRADEMARK**

**APPLICATION OR  
REGISTRATION NO.**

**COUNTRY**

**FILING DATE**