

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
Dimont & Associates, Inc.		05/21/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as agent		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85753228	CLIENTCARE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	13757-16		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

CH \$40.00 85753228

Date:

08/14/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2013, by DIMONT & ASSOCIATES, INC., a California corporation (“Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Wingspan Portfolio Holdings, Inc., as Borrower, Grantor, certain affiliates of Borrower, as Loan Parties, Administrative Agent and the other financial institution signatories thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Credit Agreement*”), Lenders have agreed to make the Loans for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(a) “*License*” means any license of rights or interests now held or hereafter acquired by Grantor.

(b) “*Trademark License*” means rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

(c) “*Trademarks*” means all of the following now owned or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles (as such term is defined in the Uniform Commercial Code) of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License under any Trademark License if Grantor has the right to make such a claim under such Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License under any Trademark License if Grantor has the right to make such a claim under such Trademark License.

Notwithstanding anything to the contrary contained herein, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by any Grantor for Trademarks based on an intent to use the same if and so long as such application is pending and not matured into registered Trademarks (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as any Intent-To-Use Application is pending this agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as Collateral for the Obligations.

Notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or thereunder or registrations or applications therefor; provided that (i) if the contract or License is listed on Schedule I, Grantor shall so indicate any such limitations on the attached Schedule I and (ii) if at any later time such grant of a security interest is not prohibited by or does not constitute a breach or default under any contract or License and would not jeopardize Grantor's rights therein or thereunder or registrations or applications therefor, the rights and property as to which such prohibition previously applied shall automatically be included in the Trademark Collateral, without further action on the part of any Grantor or Administrative Agent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIMONT & ASSOCIATES, INC.

By: _____
Name: Steven Horne
Title: CEO

[Signature Page to Trademark Security Agreement - Dimont]

TRADEMARK
REEL: 005091 FRAME: 0131

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.
as Administrative Agent

By: Scott W. Morris
Name: SCOTT W. MORRIS
Title: DIRECTOR

[Signature Page to Trademark Security Agreement - Dimont]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

NONE.

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Dimont & Associates, Inc.	ClientCare	October 12, 2012	85753228