

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454313

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INSTITUTIONAL CAPITAL NETWORK, INC.		12/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	2223 Washington Street, Suite 306		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02462		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5269499	ICAPITAL NETWORK	
<b>Registration Number:</b>	5269497	ICAPITAL NETWORK	
<b>Registration Number:</b>	4162107	HEDGEFOCUS	
<b>Registration Number:</b>	5088562	ICAPITAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	5852631000		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	050883-36		
<b>NAME OF SUBMITTER:</b>	Kristen Mollnow Walsh		
<b>SIGNATURE:</b>	/kristenmollnowwalsh/		
<b>DATE SIGNED:</b>	12/13/2017		
<b>Total Attachments: 4</b>			
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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS)(this "Agreement") is made as of December 8, 2017, by and between INSTITUTIONAL CAPITAL NETWORK, INC., a Delaware corporation (the "Borrower") and EAST WEST BANK, a California banking corporation (the "Bank").

All capitalized terms not defined herein but defined in the Borrower Security Agreement-All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Borrower Security Agreement-All Assets") by and between the Borrower and the Bank, shall have the meanings given to such terms in the Borrower Security Agreement-All Assets.

Preliminary Statements:

WHEREAS, the Borrower has requested that the Bank enter into the Loan Agreement and to make a certain Loan to the Borrower, as provided for therein; and

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in Schedule 1 attached hereto and made a part hereof (collectively, the "Marks"); and

WHEREAS, in order to induce the Bank to enter into the Loan Agreement and to make such Loans to or for the benefit of the Borrower, and as a supplement to the Borrower Security Agreement-All Assets, the Bank has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Bank to enter into the Loan Agreement and to make such Loans to or for the benefit of the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Bank as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Borrower does hereby grant to the Bank a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with the terms and provisions of the Borrower Security Agreement-All Assets.

2. The Borrower and the Bank hereby expressly acknowledge and agree that all of the rights and remedies of the Bank with respect to the security interest granted hereby are more fully set forth in the Borrower Security Agreement-All Assets.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

INSTITUTIONAL CAPITAL NETWORK, INC.



By: \_\_\_\_\_  
Name Lawrence Calcano  
Title: Chief Executive Officer

EAST WEST BANK

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

[Trademark Security Agreement – Signature Page]

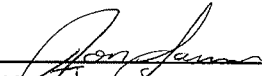
TRADEMARK  
REEL: 006227 FRAME: 0048

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

INSTITUTIONAL CAPITAL NETWORK, INC.

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_

EAST WEST BANK

By:  \_\_\_\_\_  
Name Jon Sammarco \_\_\_\_\_  
Title: VP \_\_\_\_\_

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SECURITY AGREEMENT (TRADEMARKS)

by and between

INSTITUTIONAL CAPITAL NETWORK, INC.  
(the "**Borrower**")

and  
EAST WEST BANK  
(the "**Bank**")

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List of U.S. Registered Trademarks (and Applications therefor)

**Schedule 1**

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Application Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
ICAPITAL	86/533,425	Feb 12, 2015	5,088,562	Nov 22, 2016
ICAPITAL NETWORK	87/230,043	Nov 8, 2016	5,269,499	Aug 22, 2017
ICAPITAL NETWORK (with logo)	87/230,025	Nov 8, 2016	5,269,497	Aug 22, 2017
HEDGEFOCUS	85/277,050	Mar 25, 2011	4162107	June 19, 2012 (assigned to ICN on 3/22/2016)