

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Emerging Information Systems (USA), Inc.	01/31/2011
Emerging Information Systems Incorporated	01/31/2011

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	12478099
Application Number:	12625921
Application Number:	12869439
Patent Number:	5956691
Patent Number:	6684190

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8000
 Email: eileen.sullivan@bingham.com
 Correspondent Name: Eileen Sullivan
 Address Line 1: Bingham McCutchen LLP
 Address Line 2: One Federal Street
 Address Line 4: Boston, MASSACHUSETTS 02110

OP \$200.00 12478099

ATTORNEY DOCKET NUMBER:	12478099AMENDED
NAME OF SUBMITTER:	Eileen Sullivan
Total Attachments: 6 source=AR_Patent#page1.tif source=AR_Patent#page2.tif source=AR_Patent#page3.tif source=AR_Patent#page4.tif source=AR_Patent#page5.tif source=AR_Patent#page6.tif	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of January, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Emerging Information Systems Incorporated, a Manitoba corporation ("Parent"), Emerging Information Systems (USA), Inc., a California corporation ("EISI USA"), and each of Parent's other Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent and EISI USA, are referred to hereinafter as a "Borrower" and individually and collectively, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Agent and Wells Fargo Foothill Canada ULC, as co-agent, the Lender Group agrees to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Grantors have entered into that certain Patent Security Agreement, dated as of August 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Patent Security Agreement"), in favor of the Agent;

WHEREAS, the Grantors now wish to amend and restate the Original Patent Security Agreement for the benefit of the Agent;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Amended and Restated Security Agreement dated as of January 31, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "U.S. Security Agreement"); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, this Patent 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, each 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 U.S. Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
 - (a) all of its Patents including those referred to on Schedule I hereto;
 - (b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of, and improvements on, of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any patentable inventions or applications therefor which become part of the Patent Collateral under the U.S. Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


8. TRANSITIONAL ARRANGEMENTS. This Patent Security Agreement shall amend and restate in its entirety the Original Patent Security Agreement on the date hereof. On the date hereof, all of the rights and obligations of the respective parties under the Original Patent Security Agreement shall be subsumed within and governed by this Patent Security Agreement; provided, that the provisions of the Original Patent Security Agreement shall remain in full force and effect prior to the date hereof.

[SIGNATURE PAGES FOLLOW]

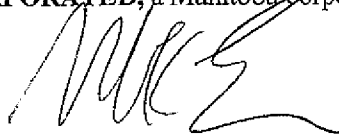
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

EMERGING INFORMATION SYSTEMS (USA), INC.
a California corporation

By: 
Name: Geoffrey Craydale
Title: Executive Vice-President & COO

**EMERGING INFORMATION SYSTEMS
INCORPORATED**, a Manitoba corporation

By: 
Name: Mark Evans
Title: President & CEO

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

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GRANTORS:

EMERGING INFORMATION SYSTEMS (USA), INC.
a California corporation

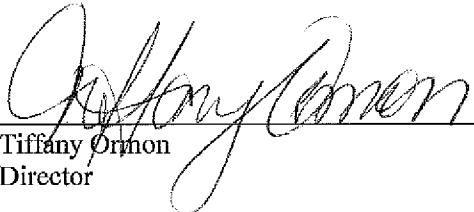
By: _____
Name: _____
Title: _____

**EMERGING INFORMATION SYSTEMS
INCORPORATED**, a Manitoba corporation

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware
limited liability company

By: 
Name: Tiffany Ormon
Title: Director

SCHEDULE I
TO

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

EMERGING INFORMATION SYSTEMS INCORPORATED

Patent Registrations / Applications

Patent	Country	Application / Patent No.	Application / Registration Date
Method and System for Financial Planning (Lead Management)	Canada United States	2,680,966 12/478,099	2009-09-28 2009-06-04
Method and System for Financial Planning (Unified Engine)	Canada United States	2,678,835 12/625,921	2009-09-16 2009-11-25
System and Method for Enabling Financial Planning (Presentation Module)	Canada United States United States	2,713,821 12/869,439 61/237,847	2010-08-26 2010-08-26
Dynamic Policy Illustration System	United States	5,956,691	1999-09-21
Apparatus and Method for Exposing, Evaluating, and Rebalancing Risk for Decision-Making in Financial Planning	United States	6,684,190	2004-01-27

SCHEDULE I
TO

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

EMERGING INFORMATION SYSTEMS (USA), INC.

Patent Registrations / Applications

None.