

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2633727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADVICENT SOLUTIONS, LP	11/26/2013
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5956691
Patent Number:	6684190
Application Number:	12478099
Application Number:	12625921
Application Number:	12869439
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
Phone:	312-863-7198
Email:	nancy.brougher@goldbergkohn.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE STREET, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	3630.112

OP \$200.00 5956691

NAME OF SUBMITTER:	NANCY BROUGHER
Signature:	/njb/
Date:	12/02/2013
Total Attachments: 5 source=Advicent Patent Security Agreement#page1.tif source=Advicent Patent Security Agreement#page2.tif source=Advicent Patent Security Agreement#page3.tif source=Advicent Patent Security Agreement#page4.tif source=Advicent Patent Security Agreement#page5.tif	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of November 26, 2013, among ADVICENT SOLUTIONS, LP, a Delaware limited partnership, formerly known as Zywave L.P. ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among EISI LLC, the guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor and Administrative Agent and (b) to the extent applicable, this 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. The term "Patents" shall mean patents and patent applications, including (i) the patents and patent applications listed on Schedule 1 attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Obligations, the Hedging Liability, and Funds Transfer and Deposit Account Liability, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following included in the Collateral, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent 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. To the extent there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

8. AMENDMENT AND RESTATEMENT. This Amended and Restated Patent Security Agreement amends and restates in its entirety that certain Patent Security Agreement dated as of November 10, 2011, by Grantor in favor of the Administrative Agent (the "Original Patent Security Agreement"), and shall not act as a termination, release or novation of the Original Patent Security Agreement.

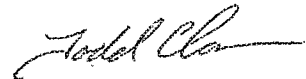
[signature page follows]

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

ADVICENT SOLUTIONS, LP, formerly known as
Zywave L.P.

By: Lauderdale Holdings LLC,
its General Partner

By

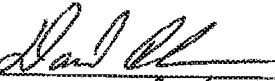


Name: Todd Clauer

Title: Vice President of Finance

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By: 
Name: David Chech
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Title	Country	Patent No.	Issue Date	Application Date
Advicent Solutions, LP	Dynamic Policy Illustration System	United States	5,956,691	9/21/1999	1/7/1997
Advicent Solutions, LP	Apparatus and Method for Exposing, Evaluating, and Rebalancing Risk for Decision-Making in Financial Planning.	United States	6,684,190	1/27/2004	12/10/1998

PATENT APPLICATIONS

Grantor	Title	Country	Application No.	Application Date
Advicent Solutions, LP	Method and System for Financial Planning (Lead Management)	United States	12/478,099	6/4/2009
Advicent Solutions, LP	Method and System for Financial Planning (Unified Engine)	United States	12/625,921	11/25/2009
Advicent Solutions, LP	System and Method for Enabling Financial Planning	United States	12/869,439	8/26/2010