

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WALL STREET SYSTEMS DELAWARE, INC.		10/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1111 Fannin Street, 8th Floor
Internal Address:	Lien Perfection Unit
City:	Houston
State/Country:	TEXAS
Postal Code:	77002-8301
Entity Type:	Bank: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1820346	ATLAS
Registration Number:	2970980	ETIE
Registration Number:	2872471	SOCX
Registration Number:	2240263	THE WALL STREET SYSTEM
Registration Number:	2233488	WALL STREET SYSTEMS
Registration Number:	3858674	WALLSTREET
Registration Number:	3383164	WALLSTREET
Registration Number:	3826848	WALLSTREET BACKOFFICE
Registration Number:	3700939	WALLSTREET FX
Registration Number:	3830049	WALLSTREET SUITE
Registration Number:	3830048	WALLSTREET TREASURY
Registration Number:	2233489	WSS
Serial Number:	85044070	TREASURYRISK.COM

OP \$365.00 1820346

Serial Number:

77578641

WALLSTREET CASH MANAGEMENT

CORRESPONDENCE DATA

Fax Number:

8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

2023704761

Email:

tfahey@nationalcorp.com

Correspondent Name:

Thomas Fahey

Address Line 1:

1100 G Street NW, Suite 420

Address Line 2:

National Corporate Research, Ltd.

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F141995

NAME OF SUBMITTER:

Sonya Jackman

Signature:

/Sonya Jackman/

Date:

11/01/2012

Total Attachments: 6

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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Wall Street Systems Delaware, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor, as Borrower (the “**Borrower**”), Helios WSS Holdings, Inc., the Lenders party thereto, and JPMorgan Chase Bank, N.A., as First Lien Administrative Agent (the “**First Lien Administrative Agent**”), are parties to a First Lien Credit Agreement dated as of October 25, 2012 (as amended from time to time, the “**First Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of October 25, 2012 (as amended and/or supplemented from time to time, the “**First Lien Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and the First Lien Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this First Lien Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the First Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security

interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this First Lien Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of October, 2012.

WALL STREET SYSTEMS DELAWARE, INC.

By: 

Name: Keith Grehan

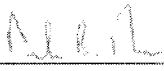
Title: Chief Financial Officer

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 004892 FRAME: 0810

Acknowledged:

JPMORGAN CHASE BANK, N.A., as First Lien
Administrative Agent

By: 

Name:

Title:

Peter B. Thauer

Executive Director

Schedule 1

WALL STREET SYSTEMS DELAWARE, INC.

U.S. TRADEMARK REGISTRATIONS

Country/Region	Trademark (Design)	Registration No.	Registration	Record Owner
United States of America	(W Design)	3480760	8/5/2008	Wall Street Systems Delaware, Inc.
United States of America	ATLAS	1820346	2/8/1994	Wall Street Systems Delaware, Inc.
United States of America	ETIE	2970980	7/19/2005	Wall Street Systems Delaware, Inc.
United States of America	SOCX	2872471	8/10/2004	Wall Street Systems Delaware, Inc.
United States of America	THE WALL STREET SYSTEM	2240263	4/20/1999	Wall Street Systems Delaware, Inc.
United States of America	WALL STREET SYSTEMS	2233488	3/23/1999	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET	3858674	10/12/2010	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET	3383164	2/12/2008	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET BACKOFFICE	3826848	8/3/2010	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET FX	3700939	10/27/2009	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET SUITE	3830049	8/10/2010	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET TREASURY	3830048	8/10/2010	Wall Street Systems Delaware, Inc.
United States of America	WSS	2233489	3/23/1999	Wall Street Systems Delaware, Inc.

U.S. TRADEMARK APPLICATIONS

Country/Region	Trademark (Design)	Registration No.	Registration	Record Owner
United States of America	TREASURYRISK.COM	(85044070)	(5/20/2010)	Wall Street Systems Delaware, Inc.
United States of America	WALLSTREET CASH MANAGEMENT	(77578641)	(9/25/2008)	Wall Street Systems Delaware, Inc.

TRADEMARK LICENSES

In-Bound Trademark Licenses

Value Added Remarketer Agreement for Pro-IV Systems, dated as of January 24, 1990, by and between McDonnell Douglas Corporation and Wall Street Systems, Inc, as amended.

Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc.

Application Specific Full Use Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc.

Program Distribution Agreement, dated as of October 31, 2007, by and between Oracle USA, Inc. and Wall Street Systems Delaware, Inc.

Microsoft Select Agreement, dated as of October 8, 2009, by and between Wall Street Systems Delaware, Inc. and Microsoft Licensing, GP

License Agreement, dated as of June 23, 1999, by and between Platinum Software Corporation (as Licensor) and Wall Street Systems, Inc. and related Supplement to License Agreement, dated as of June 23, 1999, by and between Epicor Software Corporation and Wall Street Systems, Inc.