

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

COMERICA BANK

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Michigan

Execution Date(s) 1/30/04

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name
- Correction to document ID # 900015366

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Investnet Group, Inc.

Internal

Address: Suite 1600

Street Address: 35 East Wacker

City: Chicago

State: Illinois

Country: USA Zip: 60601

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Illinois

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/214,487

B. Trademark Registration No.(s)  
2,593,459 1,343,245

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mary Margaret Murray

Internal Address: Suite 3700

Street Address: 191 N. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 569-1000

Fax Number: (312) 569-3000

Email Address:

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 0.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Mary M. Murray

Signature

December 2, 2004

Date

Mary Margaret Murray

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 42

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RightFax

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TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

11/12/2004

900015366

SUBMISSION TYPE:		NEW ASSIGNMENT															
NATURE OF CONVEYANCE:		release of security interest															
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Comerica Bank</td> <td></td> <td>01/30/2004</td> <td>CORPORATION: MICHIGAN</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Comerica Bank		01/30/2004	CORPORATION: MICHIGAN						
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Comerica Bank		01/30/2004	CORPORATION: MICHIGAN														
RECEIVING PARTY DATA																	
<table border="1"> <tr> <td>Name:</td> <td>Investnet Group, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>35 East Wacker</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1600</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60601</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: ILLINOIS</td> </tr> </table>				Name:	Investnet Group, Inc.	Street Address:	35 East Wacker	Internal Address:	Suite 1600	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60601	Entity Type:	CORPORATION: ILLINOIS
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Street Address:	35 East Wacker																
Internal Address:	Suite 1600																
City:	Chicago																
State/Country:	ILLINOIS																
Postal Code:	60601																
Entity Type:	CORPORATION: ILLINOIS																
PROPERTY NUMBERS Total: 3																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>78214487</td> <td>ENVESTNETPMC</td> </tr> <tr> <td>Registration Number:</td> <td>2593459</td> <td>ENVESTNET</td> </tr> <tr> <td>Registration Number:</td> <td>1343245</td> <td>INVESTNET</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	78214487	ENVESTNETPMC	Registration Number:	2593459	ENVESTNET	Registration Number:	1343245	INVESTNET		
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Serial Number:	78214487	ENVESTNETPMC															
Registration Number:	2593459	ENVESTNET															
Registration Number:	1343245	INVESTNET															
CORRESPONDENCE DATA																	
<p>Fax Number: (312)569-3468  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>  Phone: 312-569-1468  Email: IPDOCKET@GCD.COM  Correspondent Name: Mary Margaret Murray - Gardner et al.  Address Line 1: 191 N. Wacker Drive  Address Line 2: Suite 3700  Address Line 4: Chicago, ILLINOIS 60606</p>																	
ATTORNEY DOCKET NUMBER:		ROD015USA															
NAME OF SUBMITTER:		Mary Margaret Murray															

CH \$90.00 78214487

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**THE ENVESTNET GROUP, INC.**

**LOAN AND SECURITY AGREEMENT**

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44524 MODEL : AUSTIN : 282333.2

**TRADEMARK**  
**REEL: 002985 FRAME: 0542**

This LOAN AND SECURITY AGREEMENT is entered into as of October 15, 2003, by and between COMERICA BANK ("Bank") and THE ENVESTNET GROUP, INC., a Delaware Corporation ("Borrower").

RECITALS

Borrower wishes to obtain credit from time to time from Bank, and Bank desires to extend credit to Borrower. This Agreement sets forth the terms on which Bank will advance credit to Borrower, and Borrower will repay the amounts owing to Bank.

AGREEMENT

The parties agree as follows:

- 1. DEFINITIONS AND CONSTRUCTION.

**REDACTED**

- 2. LOAN AND TERMS OF PAYMENT.

**REDACTED**

**REDACTED**

**REDACTED**

3. CONDITIONS OF LOANS.

**REDACTED**

**REDACTED****4. CREATION OF SECURITY INTEREST.**

4.1 **Grant of Security Interest.** Borrower grants and pledges to Bank a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. Except as set forth in the Schedule, such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Notwithstanding any termination, Bank's Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding.

4.2 **Perfection of Security Interest.** Borrower authorizes Bank to file at any time financing statements, continuation statements, and amendments thereto that describe the Collateral and to describe the Collateral as all assets of Borrower of the kind pledged hereunder and which contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower, if applicable. Any such financing statements may be signed by Bank on behalf of Borrower, as provided in the Code, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Code is then in effect in that jurisdiction. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, all Negotiable Collateral and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue perfected Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents. Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Bank chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in possession of a third party bailee, Borrower shall take such steps as Bank reasonably requests for Bank to (i) obtain an acknowledgment, in form and substance satisfactory to Bank, of the bailee that the bailee holds such Collateral for the benefit of Bank, (ii) obtain "control" of any Collateral consisting of investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Revised Article 9 of the Code) by causing the securities intermediary or depository institution or issuing bank to execute a control agreement in form and substance satisfactory to Bank. Borrower will not create any chattel paper without placing a legend on the chattel paper acceptable to Bank indicating that Bank has a security interest in the chattel paper.

4.3 **Right to Inspect.** Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during Borrower's usual business hours but no more than twice a year (unless an Event of Default has occurred and is continuing), to inspect Borrower's Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

**5. REPRESENTATIONS AND WARRANTIES.****REDACTED**

**REDACTED**



**REDACTED**

6. AFFIRMATIVE COVENANTS.

**REDACTED**

**REDACTED**

**REDACTED**

6.8 Registration of Intellectual Property Rights.

(a) Borrower shall register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Borrower, to the extent that Borrower, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

(b) Borrower shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(c) Borrower shall (i) give Bank not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by Borrower, and upon the request of Bank, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Borrower shall promptly provide Bank with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(d) Borrower shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the priority of Bank's security interest in the Intellectual Property Collateral.

(e) Borrower shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

(f) Bank may audit Borrower's Intellectual Property Collateral to confirm compliance with this Section 6.8, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Section 6.8 to take but which Borrower fails to take, after 15 days' notice to Borrower. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.8.

6.9 Consent of Inbound Licensors. Prior to entering into or becoming bound by any license or agreement, Borrower shall: (i) provide written notice to Bank of the material terms of such license or agreement with a description of its likely impact on Borrower's business or financial condition; and (ii) in good faith use commercially reasonable efforts to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for Borrower's interest in such licenses or contract rights to be deemed Collateral and for Bank to have a security interest in it that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future, provided, however, that the failure to obtain any such consent or waiver shall not constitute a default under this Agreement.

6.10 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS.

REDACTED

**REDACTED**

8. EVENTS OF DEFAULT.

**REDACTED**

**REDACTED**

**REDACTED**

9. BANK'S RIGHTS AND REMEDIES

**REDACTED**

**REDACTED**



**REDACTED**

10. NOTICES

**REDACTED**

11. CHOICE OF LAW AND VENUE: JURY TRIAL WAIVER.

**REDACTED**

12. GENERAL PROVISIONS.

**REDACTED**

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

THE INVESTMENT GROUP, INC

By: [Signature]  
Title: Corporate Secretary

COMERICA BANK

By: [Signature]  
Title: Senior Vice President

**REDACTED**

**REDACTED**

**REDACTED**

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**REDACTED**

**REDACTED**



**REDACTED**

44524:MODEL : AUSTIN : 282333.2

**TRADEMARK**  
**REEL: 002985 FRAME: 0566**

**DEBTOR** THE ENVESTNET GROUP, INC.

**SECURED PARTY:** COMERICA BANK

EXHIBIT B

<b>COLLATERAL</b>	<b>DESCRIPTION</b>	<b>ATTACHMENT</b>
<b>TO LOAN AND SECURITY AGREEMENT</b>		

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

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UGC FINANCING STATEMENT

FOLLOW THESE INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (required)  
97447/JL DE-808

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LaxiaNexia Document  
Solutions/CSC Networks  
2730 Gateway Oaks Dr., Suite 100  
Sacramento, CA 95833

ILLINOIS DEPARTMENT OF STATE  
U.C.G. FILING SECTION  
FILED 12:21 PM 11/25/2004  
INITIAL FILING NUM: 3312868 7  
AMENDMENT NUMBER: 0000000  
SER: 030758687

THE ABOVE SPACE IS FOR FILM OFFER USE ONLY

1. CONTACT PARTY FULL LEGAL NAME - based only on certificate (a or b) - do not abbreviate or use initials

OR

2. CONTACT PARTY FULL LEGAL NAME - based only on certificate (a or b) - do not abbreviate or use initials

3. CONTACT PARTY FULL LEGAL NAME - based only on certificate (a or b) - do not abbreviate or use initials

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12. CONTACT PARTY FULL LEGAL NAME - based only on certificate (a or b) - do not abbreviate or use initials

4. This financing statement covers the following collateral:  
See Exhibit A attached hereto and by this reference made a part of this financing statement for a complete description of collateral.

8. ALTERNATIVE DISBURSEMENT INFORMATION

9. DISBURSEMENT INFORMATION

10. DISBURSEMENT INFORMATION

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Secured Party: Comerica Bank

Debtor: TER INVESTNET GROUP, INC.

**EXHIBIT A to UCC Financing Statement  
COLLATERAL DESCRIPTION ATTACHMENT  
TO LOAN AND SECURITY AGREEMENT**

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) renewals, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (e) any and all cash proceeds and/or non-cash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

4424-0026 - AJUSTIN : 20227.1

PAGE 030 \* RCVD AT 11/10/2004 12:03:05 PM [Central Standard Time] \* SVR:CHRFAX02/0 \* DNB:3331 \* CSID: \* DURATION (mm-ss):06-44

PAGE 7/10 \* RCVD AT 11/15/2004 3:59:30 PM [Central Standard Time] \* SVR:CHRFAX02/1 \* DNB:3458 \* CSID:RightFax \* DURATION (mm-ss):03-16

TRADEMARK  
REEL: 002985 FRAME: 0573

RightFax

11/15/04 4:59 PAGE 008/010 Fax Server

[Redacted]

UCC FINANCING STATEMENT AMENDMENT

ONLINE FILING SYSTEM FOR DELAWARE  
ACQUISITION OF COMPANY FILE NUMBER

97447

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 04:59 PM 01/30/2004  
INITIAL FILING NUM: 3311566 7  
AMENDMENT NUMBER: 4026051 3  
SER: 040066582

A. CREDIT REFINANCING FOR (Name and Address)

LexisNexis Document Solutions  
2730 Gateway Oaks Drive  
Suite 100  
Sacramento, CA 95833

THE ABOVE SPACE IS FOR FILING SYSTEM USE ONLY

1. FILING NUMBER AND DATE  
33115667 Date: 11/15/2003

2. AMENDMENT TYPE:  Amendment of Financing Statement identified above in accordance with request to modify financing of the original party retaining the financing statement.  
 Amendment of the Financing Statement identified above with respect to security interests of the original party retaining the financing statement is continued for the additional period provided by applicable law.

3. AMENDMENT TYPE OR CHANGE:  New name of obligor to name of or to report address of obligor to name of or to report address of obligor to name of.  
4. AMENDMENT PARTY INFORMATION: This Amendment affects  Grantor or  Secured Party of record. Check only one of these two boxes.

Also identify the following items below and provide appropriate information in lines 6 and 7.  
 Grantor's personal residence  Personal property  Personal property  Accounts receivable  Accounts receivable  Inventory

6. CREDIT RECORD INFORMATION

OR	TYPE OF CREDIT	FILE NUMBER	EXPIRE DATE	STATUS

7. CREDITOR'S OR ACQUISOR INFORMATION

OR

PERSONAL LAW FIRM	FIRM NAME	ADDRESS	CITY	STATE	ZIP

8. AMENDMENT INFORMATION

AMOUNT OF AMENDMENT	TYPE OF ORGANIZATION	CLASSIFICATION OF ORGANIZATION	IS ORGANIZATION A U.S. FIRM
			<input type="checkbox"/> Yes <input type="checkbox"/> No

9. AMENDMENT (COLLATERAL CHANGE): Check only one box.  
Describe collateral:  Added or  Removed, or give other  Detailed collateral description, or describe collateral  Deleted.

10. NAME OF SECURED PARTY OF FINANCING STATEMENT THIS AMENDMENT AFFECTS: Name of secured party, if this is an Amendment. If this is an Amendment submitted by a Debtor which adds collateral or adds the obligor's name, or if this is a Transferor submitted by a Debtor, check here  and enter name of TRANSFEROR submitting this Amendment.

OR

PERSONAL LAW FIRM	FIRM NAME	ADDRESS	CITY	STATE	ZIP

DEB-SON *WD* Debtor: *EMERSON Group Inc.*

FILED OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC9) (REV. 02/25/03)

RightFax

11/15/04 4:59

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (required)**  
97447/JL DB-SOS

**B. Send Amended FILING BY** (Name and Address)  
**PLEASE RETURN TO**  
CSC  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Acct. #PG-0000-743-9

L 7647868-1

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 03:47 PM 02/03/2004  
INITIAL FILING NUM: 3311566 7  
AMENDMENT NUMBER: 4031862 8  
SER: 040081215

13. SERIAL FINANCING STATEMENT FILED: 33115667 11/25/2003

14. THE FINANCING STATEMENT AMENDMENT IS TO BE FILED BY THE FILER OR BY THE FILER'S AGENT.  YES  NO

15.  TERMINATION: Amended the Financing Statement identified above in (checked) with respect to security interest(s) of the Secured Party authorizing the Termination.  NO

16.  CONTINUATION: Amended the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing the Continuation.  NO

17.  ASSIGNMENT (All or partly): Give name of assignee in Item 20 and address of assignee in Item 21; and also give name of assignor in Item 18.

18. AMENDMENT (PARTY INFORMATION): This Amendment covers  Debtor or  Secured Party of record. Check only one of these two boxes. See questions of the following items and provide appropriate information in Items 19 or 21.

DEBTOR: Name and address of Debtor.  SECURED PARTY: Name and address of Secured Party.  BOTH: Name and address of Debtor and Secured Party.  NONE: Complete Item 20, 21, and 22.

19. DEBTOR'S RECORD INFORMATION:

19A. ORGANIZATION'S NAME

19B. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

20. CHANGED (NEW) OR ADDED INFORMATION:

20A. ORGANIZATION'S NAME

20B. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

20C. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

20D. TAX ID # EIN OR EIN ADDL INFO NO. TYPE OF ORGANIZATION 20E. JURISDICTION OF ORGANIZATION 20F. ORGANIZATIONAL ID #, if any

21. AMENDMENT (COLLATERAL CHANGE): Check only one box. Describe collateral:  defined or  general, or give entire  detailed collateral description, or describe collateral  none.

22. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment submitted by a Debtor who holds collateral provide the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of CREDITOR authorizing this Amendment)

22A. ORGANIZATION'S NAME

22B. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23. OPTIONAL FILER REFERENCE DATA: DB-SOS

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UCC FILING SECTION  
DELAWARE DEPARTMENT OF STATE

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TRADEMARK  
REEL: 002985 FRAME: 0575

RightFax

11/15/04 4:59

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**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (Read and mark) CAREFULLY**

11. INITIAL FINANCING STATEMENT FILE # (same as Form 1a on Amendment form)  
33315667 11/25/2003

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 10a on Amendment form)

THE INVESTMENT GROUP		
COMERICA BANK		
OR THE FINANCIAL INSTITUTION	PARTY NAME	PEOPLE NAME (OPTIONAL)

13. Use this space for additional information:

DESTOR NAME  
THE INVESTMENT GROUP, INC.  
35 EAST WACKER DRIVE, 16TH FLOOR  
CHICAGO, IL 60601

THIS SPACE IS FOR FILING OFFICE USE ONLY

DE-508

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800 444-8888  
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RECORDED: 11/12/2004

TRADEMARK  
REEL: 002985 FRAME: 0576