

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wiss, Janney, Elstner Associates, Inc.		11/30/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3563811	ASK THE STRUCTURE	
Registration Number:	3563810	SOLUTIONS FOR THE BUILT WORLD	
Registration Number:	3717681	WJE	
Registration Number:	4141219	C 2 E 2	
Serial Number:	85651144	PLANNOTATE	
Serial Number:	85651139	PLANNOTATE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$165.00 3563811

ATTORNEY DOCKET NUMBER:	42110.00.0018
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/04/2013
Total Attachments: 6 source=BMO-WJE Trademark Collateral Agreement#page1.tif source=BMO-WJE Trademark Collateral Agreement#page2.tif source=BMO-WJE Trademark Collateral Agreement#page3.tif source=BMO-WJE Trademark Collateral Agreement#page4.tif source=BMO-WJE Trademark Collateral Agreement#page5.tif source=BMO-WJE Trademark Collateral Agreement#page6.tif	

## TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT (this "Agreement") made as of this 30th day of November, 2012 by Wiss, Janney, Elstner Associates, Inc., an Illinois corporation ("WJE" or "Assignor") with its principal place of business and mailing address at 330 Pfingsten Road, Northbrook, Illinois 60062, in favor of BMO HARRIS BANK N.A., a national banking association with its principal place of business and mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("Bank" or "Assignee"):

### W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to (a) that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Assignor, the other Borrowers joined thereto from time to time (collectively, the "Borrowers") and Assignee and (b) that certain Third 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 Assignor, Assignee and the other parties jointed thereto from time to time; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Assignor hereby assigns, mortgages, pledges and grants to Assignee a continuing security interest in Assignor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, together with any reissues, continuations or extensions thereof and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application;

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All products and proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or of any trademark licensed under any Trademark License listed on Schedule A-2

*Signature Page to Trademark Collateral Agreement*

hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Assignor as set out in the Security Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in this Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

[SIGNATURE PAGE TO FOLLOW]

*Signature Page to Trademark Collateral Agreement*

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed and delivered as of the date and year first above written.

**ASSIGNOR:**

**WISS, JANNEY, ELSTNER ASSOCIATES,  
INC., an Illinois corporation**

By Thomas S. Oczkowski

Thomas S. Oczkowski  
Vice President and Chief Financial Officer

*Signature Page to Trademark Collateral Agreement*

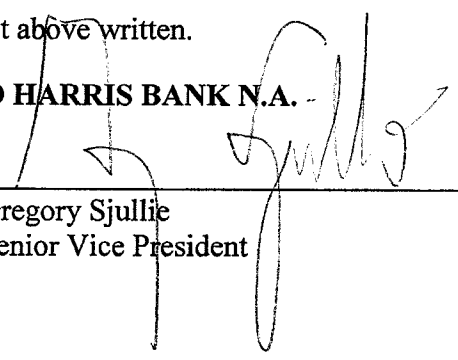
Accepted and agreed to as of the date and year first above written.

**ASSIGNEE:**

**BMO HARRIS BANK N.A.**

By

Gregory Sjullie  
Senior Vice President

A handwritten signature in black ink, appearing to read 'G. Sjullie', is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>COUNTRY</u>	<u>OWNER</u>
Ask the Structure	3,563,811	January 20, 2009	United States	Wiss, Janney, Elstner Associates, Inc.
Solutions for the Built World	3,563,810	January 20, 2009	United States	Wiss, Janney, Elstner Associates, Inc.
WJE	3,717,681	December 1, 2009	United States	Wiss, Janney, Elstner Associates, Inc.
C²E²	4,141,219	May 15, 2012	United States	Wiss, Janney, Elstner Associates, Inc.
Plannotate	85651144 and 85651139	June 13, 2012	United States	Wiss, Janney, Elstner Associates, Inc.

SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT  
TRADEMARK LICENSES

None.