

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanderweil Facility Advisors, Inc.		01/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Brown Brothers Harriman & Co.
Street Address:	40 Water Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2944443	ASSETFUSION
Registration Number:	2941844	ASSETFUSION
Registration Number:	2974395	FSCA
Registration Number:	2499073	MEZZIA
Registration Number:	2547135	MEZZIA DEMAND PLANNER
Registration Number:	2372552	VFA
Registration Number:	2404857	VFA
Registration Number:	2906858	VFA
Registration Number:	2996820	VFA.FACILITY
Registration Number:	2996845	VFA.FACILITY
Serial Number:	78351817	VFA.FSA
Serial Number:	77041400	VFA.SPENDMANAGER
Serial Number:	77041414	VFA.SPENDMANAGER
Serial Number:	77090869	VFA.AUDITOR

CH \$390.00 2944443

Serial Number:

77090864

VFA.AUDITOR

**CORRESPONDENCE DATA**

Fax Number: (617)523-6850

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617 305 2140

Email: george.tuttle@hklaw.com

Correspondent Name: George W. Tuttle

Address Line 1: 10 St. James Avenue

Address Line 2: Holland & Knight LLP

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:

709774-5/BROWNBROS

NAME OF SUBMITTER:

Kerry S. Kehoe

Signature:

/k kehoe/

Date:

03/15/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of January 31, 2007, between Vanderweil Facility Advisors, Inc., a Delaware corporation ("Grantor") and Brown Brothers Harriman & Co., a New York general partnership ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Grantor and Lender, Lender is willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Grantor and its subsidiary, VFA Holdings I, Inc., a Delaware corporation, have executed and delivered to Lender that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark 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, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to such Trademarks;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License under which any Trademark is licensed to Grantor; and

(e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark 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.

5. RELEASE OF LIENS. Upon the termination of the Credit Agreement in accordance with the terms thereof, Lender, at the sole cost and expense of Grantor, will execute such documents as Grantor shall reasonably request to terminate the security interest granted herein.

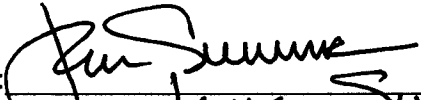
6. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future trademark rights of Grantor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, which together constitute but one agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

VANDERWEIL FACILITY ADVISORS, INC.

By:   
Name: James Summers  
Title: Treasurer & Secretary

BROWN BROTHERS HARRIMAN & CO.

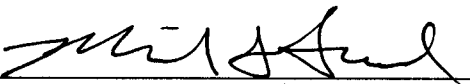
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

VANDERWEIL FACILITY ADVISORS, INC.

By: \_\_\_\_\_  
Name:  
Title:

BROWN BROTHERS HARRIMAN & CO.

By:   
Name: Michael S. Halloran  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Servicemarks of Borrower:

<u>Trademark</u>	<u>Registration No.</u>	<u>If Foreign Registration, Country</u>	<u>Registration Date</u>
ASSETFUSION	003928711	European Community	October 6, 2005
ASSETFUSION	2944443		April 26, 2005
ASSETFUSION	2941844		April 19, 2005
FSCA	2974395		July 19, 2005
MEZZIA	2499073		October 16, 2001
MEZZIA Demand Planner	2547135		March 12, 2002
VFA	003928686	European Community	October 6, 2005
VFA	2372552		August 1, 2000
VFA	2404857		November 14, 2000
VFA	2906858		November 30, 2004
VFA.FACILITY	879226	Madrid Protocol	September 22, 2005
VFA.FACILITY	2996820		September 20, 2005
VFA.FACILITY	2996845		September 20, 2005

Trademark Applications of Borrower:

VFA.FACILITY	879226	European Community	N/A
VFA.FSA	78/351817		N/A
VFA.SPENDMANAGER	77/041400		N/A
VFA.SPENDMANAGER	77/041414		N/A
VFA.AUDITOR	77/090869		N/A
VFA.AUDITOR	77/090864		N/A