

**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
NewRiver, Inc.		01/14/2008	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Lazard Technology Partners II, LP
Street Address:	30 Rockefeller Plaza
Internal Address:	61st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2572921	CONSENT EXPRESS
Registration Number:	3116594	FUNDPPOINT
Registration Number:	3135291	INTELLIGENT DELIVERY SERVICES
Registration Number:	2391007	N
Registration Number:	3006783	N NEW RIVER
Registration Number:	2996238	NEWRIVER
Registration Number:	2572922	PROSPECTUS EXPRESS
Registration Number:	2809386	WEALTHSENSE
Serial Number:	77276610	OPTIMISER

**CORRESPONDENCE DATA**

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$240.00 2572921**

Phone: 617-526-6448  
Email: huelinh.tran@wilmerhale.com  
Correspondent Name: Michael J. Bevilacqua, Esq.  
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	107.734.149
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	01/28/2008

**Total Attachments: 10**

source=trademark ip security agreement#page1.tif  
source=trademark ip security agreement#page2.tif  
source=trademark ip security agreement#page3.tif  
source=trademark ip security agreement#page4.tif  
source=trademark ip security agreement#page5.tif  
source=trademark ip security agreement#page6.tif  
source=trademark ip security agreement#page7.tif  
source=trademark ip security agreement#page8.tif  
source=trademark ip security agreement#page9.tif  
source=trademark ip security agreement#page10.tif

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF (A) THAT CERTAIN SUBORDINATION AGREEMENT OF EVEN DATE HERewith BY AND AMONG SILICON VALLEY BANK, THE AGENT AND THE LENDERS HEREUNDER, AND (B) THAT CERTAIN SUBORDINATION AGREEMENT OF EVEN DATE HERewith BY AND AMONG HORIZON TECHNOLOGY FUNDING COMPANY LLC, THE AGENT AND THE LENDERS HEREUNDER**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of January 14, 2008 by and between:

**Lazard Technology Partners II, LP**, a limited partnership, having its principal place of business at 30 Rockefeller Plaza, 61<sup>st</sup> Floor, New York, NY 10020, individually and in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for the other Lenders; and

**NewRiver, Inc.**, a Massachusetts corporation with a principal place of business located at 200 Brickstone Square, 5<sup>th</sup> Floor, Andover, MA 01810 ("Company").

**RECITALS**

A. Pursuant to that certain Subordinated Secured Convertible Note Purchase Agreement of even date herewith among the Company, Agent and the "Lenders" described therein (as amended and in effect from time to time, the "Loan Agreement"), the Lenders have agreed to make loans to the Company in the amounts and manner set forth in the Loan Agreement.

B. In order to induce the Lenders to enter into the Loan Agreement and make loans to Company thereunder, Company has agreed to grant to Agent, individually and in its capacity as agent for the other Lenders, a security interest in certain Copyrights, Patents, and Trademarks to secure the obligations of Company under the Loan Agreement and as specified in that certain Security Agreement of even date herewith between Company and Agent (the "Security Agreement").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement and/or the Security Agreement.

D. Pursuant to the terms of the Loan Agreement and Security Agreement, Company has granted to Agent a security interest in all of Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and Security Agreement, Company hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. The following terms, as used herein, shall have the respective meanings set forth below:

(i) "Copyrights" means all copyrights, whether now existing or hereafter acquired, all registrations thereof, and all applications in connection therewith, including, without limitation, those listed on *Exhibit A* hereto, and all reissues, extensions or renewals thereof.

(ii) "Patents" means all patents and patent applications (including each patent and patent application listed on *Exhibit B* hereto), including without limitation, the inventions and improvements claimed therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

(iii) "Trademarks" means all of the following: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on *Exhibit C* hereto, and all reissues, extensions or renewals thereof.

2. To secure its obligations under the Loan Agreement and Security Agreement, Company grants and pledges to Agent a security interest in all of Company's right, title and interest in, to and under its intellectual property type general intangibles Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on *Exhibits A, B and C*, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license fees and royalties, and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world.

3. This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Security Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. Company represents and warrants that *Exhibits A, B, and C* attached hereto set forth a complete and correct list of all Copyright, Patent and Trademark rights in which the Company has any right, title or interest on the date hereof, including any and all for which Company has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart offices, as applicable.

5. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. Whenever possible, each provision of this Intellectual Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Loan Agreement, the Security Agreement and the other Notes Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Company with respect to the matters referred to herein and therein.

7. This Intellectual Property Security Agreement and all obligations of Company hereunder shall be binding upon the successors and assigns of Company (including any debtor-in-possession on behalf of any Company) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the security interest granted to Agent, for the benefit of Agent and Lenders, hereunder. Company may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

8. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its law on conflict of laws.

*{Signatures begin on following page}*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**AGENT:**

Lazard Technology Partners II, LP  
a limited partnership, as Agent

By: RE Planitzer

Printed Name: Russell E. Planitzer

Title: Managing Principal

**COMPANY:**

NewRiver, Inc.

By: \_\_\_\_\_

Printed Name: Christopher McMann

Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

Lazard Technology Partners II, LP  
a limited partnership, as Agent

By: \_\_\_\_\_

Printed Name: Russell E. Planitzer  
Title: Managing Principal

COMPANY:

NewRiver, Inc.

By:  \_\_\_\_\_

Printed Name: Christopher McMann  
Title: Chief Financial Officer

*EXHIBIT A – Copyrights*

The Company has certain unregistered copyrights in the Company's database documents, marketing material, and other proprietary documentation.



**EXHIBIT B – PATENTS**

**PATENTS AND PENDING APPLICATIONS**

<b>PATENT DESCRIPTION</b>	<b>DOCKET NO.</b>	<b>COUNTRY</b>	<b>PATENT / SERIAL NO.</b>	<b>FILING DATE</b>	<b>STATUS</b>
METHOD AND SYSTEM FOR ELECTRONIC DELIVERY OF SENSITIVE INFORMATION	N0389.70001US00	U.S.	7,028,190	11/20/2001	Issued
	N0389.70001US01	U.S.	11/319,931	12/28/05	Allowed
	N0389.70001US02	U.S.	11/827,247		Pending
MAPPING COMPLIANCE INFORMATION INTO USEABLE FORMAT	N0389.70002US00	U.S.	6,122,635	2/13/98	Issued
	N0389.70002AU00	Australian	756,986	2/8/99	Issued
	N0389.70002EP00	European	1,053,527	2/8/99	Issued
	N0389.70002DE00	Germany	69909435.6-08	2/8/99	Granted
	N0389.70002FR00	France	1053527	2/8/99	Granted
	N0389.70002GB00	United Kingdom	1053527	2/8/99	Granted
	N0389.70002IT00	Italy	1053527	2/8/99	Granted
	N0389.70002CH00	Switzerland	1053527	2/8/99	Granted
OBTAINING CONSENT FOR ELECTRONIC DELIVERY OF COMPLIANCE INFORMATION	N0389.70003US00	U.S.	6,782,506	2/12/98	Issued
	N0389.70003AU00	Australian	757,083	2/8/99	Issued
SYSTEM FOR MAPPING FINANCIAL DISCLOSURE DATA INTO COMPLIANCE INFORMATION	N0389.70004US00	U.S.	10/135834	4/30/02	Published
METHOD AND APPARATUS FOR PROVIDING FINANCIAL TRANSACTION DATA VIA THE INTERNET	N0389.70005US00	U.S.	09/785630	2/16/01	Published
OBTAINING CONSENT FOR ELECTRONIC	N0389.70006US00	U.S.	10/035,966	11/09/01	Published

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	PATENT / SERIAL NO.	FILEING DATE	STATUS
DELIVERY OF COMPLIANCE INFORMATION					
	N0389.70006US01	U.S.	11/804,826	5/21/07	Published
	N0389.70006US02	U.S.	11/804,868	5/21/07	Published
	N0389.70006US03	U.S.	11/804,924	5/21/07	Published
	N0389.70006US04	U.S.	11/804,941	5/21/07	Published
	N0389.70006US05	U.S.	11/804,942	5/21/07	Published
	N0389.70006US06	U.S.	11/804,784	5/21/07	Published
	N0389.70006US07	U.S.	11/804,846	5/21/07	Published
	N0389.70006US08	U.S.	11/804,958	5/21/07	Published
	N0389.70006US09	U.S.	11/804,782	5/21/07	Published
	N0389.70006US10	U.S.	11/804,785	5/21/07	Published
	N0389.70006US11	U.S.	11/804,956	5/21/07	Published
	N0389.70006US12	U.S.	11/804,777	5/21/07	Published
	N0389.70006US13	U.S.	11/804,959	5/21/07	Published
	N0389.70006US14	U.S.	11/804,781	5/21/07	Published
	N0389.70006US15	U.S.	11/804,960	5/21/07	Published
	N0389.70006US16	U.S.	11/804,872	5/21/07	Pending
	N0389.70006US17	U.S.	11/804,783	5/21/07	Published
	N0389.70006US18	U.S.	11/804,914	5/21/07	Published
	N0389.70006US19	U.S.	11/804,824	5/21/07	Published
	N0389.70006US20	U.S.	11/804,920	5/21/07	Published
METHOD FOR CREATING AND DELIVERING CUSTOMIZED SECURITIES INFORMATION	N0389.70007US01	U.S.	10/877904	6/25/04	Published
	N0389.70007CA00	Canada	2521436	6/25/04	Pending
SYSTEM FOR LOCATING DATA ELEMENTS WITHIN ORIGINATING DATA SOURCES	N0389.70009US01	U.S.	10/821,121	04/08/2004	Published
METHODS AND APPARATUS FOR MANAGING	N0389.70012US01	U.S.	10/916,781	8/12/04	Pending

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	PATENT / SERIAL NO.	FILING DATE	STATUS
INFORMATION RELATING TO SECURITIES					
	N0389.70012US02	U.S.	10/916,781	8/12/04	Pending
SYSTEMS AND METHODS FOR DETERMINING INVESTMENT SUITABILITY	N0389.70014US00	U.S. Provisional	60/873750	12/08/06	Pending

**EXHIBIT C -- TRADEMARKS**

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
CONSENT EXPRESS	Canada		TMA577429	
CONSENT EXPRESS	European Community		001955350	
CONSENT EXPRESS	Hong Kong		B08359/2003	
CONSENT EXPRESS	Japan		4645323	
CONSENT EXPRESS	Switzerland		491052	
CONSENT EXPRESS	United States		2572921	
FUNDPPOINT	United States	78/600116	3116594	Registered
INTELLIGENT DELIVERY SERVICES	Canada	1274338		Published
	United States	78/600186	3135291	Registered
OPTIMISER	United States	77/276610		Pending
N (stylized)	Unites States		2391007	
N and design	Canada		TMA578233	
N (stylized) NEWRIVER	United States		3006783	
NEWRIVER	United States		2996238	
NEWRIVER	Canada		TMA576416	
NEWRIVER and design	Canada		TMA576404	
PROSPECTUS EXPRESS	Canada		TMA577117	
PROSPECTUS EXPRESS	European Community		1953983	
PROSPECTUS EXPRESS	Hong Kong		B08358/2003	
PROSPECTUS EXPRESS	Japan		4645324	
PROSPECTUS EXPRESS	Switzerland		495702	
PROSPECTUS EXPRESS	United States		2572922	
WEALTHSENSE	United States		2809386	