

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
Prime Alliance Solutions, Inc.		07/19/2012	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2182513	PA
Registration Number:	2135047	PRIME ALLIANCE
Registration Number:	3312059	THE LENDER'S EDGE
Registration Number:	3306883	THE LENDER'S EDGE
Registration Number:	3333935	DEXMA
Registration Number:	3333933	DEXMA

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Co.- J. Paterson  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$165.00 2182513

ATTORNEY DOCKET NUMBER:	282836
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/20/2012
<b>Total Attachments: 10</b> source=7-20-12 Prime Alliance Solutions - TM#page1.tif source=7-20-12 Prime Alliance Solutions - TM#page2.tif source=7-20-12 Prime Alliance Solutions - TM#page3.tif source=7-20-12 Prime Alliance Solutions - TM#page4.tif source=7-20-12 Prime Alliance Solutions - TM#page5.tif source=7-20-12 Prime Alliance Solutions - TM#page6.tif source=7-20-12 Prime Alliance Solutions - TM#page7.tif source=7-20-12 Prime Alliance Solutions - TM#page8.tif source=7-20-12 Prime Alliance Solutions - TM#page9.tif source=7-20-12 Prime Alliance Solutions - TM#page10.tif	

## 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):**

PRIME ALLIANCE SOLUTIONS, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: WASHINGTON  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK

Internal Address: \_\_\_\_\_

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CALIFORNIA

Country: UNITED STATES Zip: 95054

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship CALIFORNIA  
 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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) JULY 19, 2012

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No. (s)  
 See attached EXHIBIT C

B. Trademark Registration No. (s)  
 See attached EXHIBIT C

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: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

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

6

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

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

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

**9. Signature:**

  
 Signature

JULY 19, 2012

Date

ANDREW NASH

Name of Person Signing

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

10

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2012 by and between SILICON VALLEY BANK, a California corporation ("Bank") and PRIME ALLIANCE SOLUTIONS, INC., a Washington corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Mortgage Cadence, LLC dated June 24, 2010 (as modified by that certain Joinder and First Loan Modification Agreement dated as of June 8, 2012 by and between Bank and Mortgage Cadence, LLC, and executed and joined as of the date hereof by Grantor, and that certain Second Loan Modification Agreement dated as of July 13, 2012 by and between Bank and Mortgage Cadence, LLC, as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor'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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

[Signature page follows.]

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.

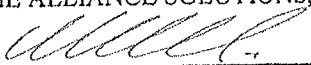
GRANTOR:

Address of Grantor:

7701 York Avenue South  
Edina, MN 55435

Attn: \_\_\_\_\_

PRIME ALLIANCE SOLUTIONS, INC.

By:   
Name: Michael Detwiler  
Title: President

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents


None.



EXHIBIT C

Trademarks

The Company owns the following service mark registrations:

ACTIVE SERVICE MARKS							
Country	Mark Name	Ser. No.	Filing Date	Reg. No.	Reg. Date	Classes	Owner Name
USA	PA & Design 	75/361,467	9/23/1997	2,182,513	8/18/1998	Financial services, namely, financing services including e loan automobile financing. Class (Int. Class 036)	Prime Alliance Solutions
USA	PRIME ALLIANCE	75/147,183	8/7/1996	2,135,047	2/3/1998	Financial services, namely, financing services including automobile loan financing. (Int. Class 036)	Prime Alliance Solutions
USA	THE LENDER'S EDGE	78/864,245	4/18/2006	3,312,059	10/16/2007	Providing Online Non-Downloadable Software for Banks for Automating the Management, Origination, and Servicing of Mortgages and for Automating the Disposal of Mortgages in the Secondary Market. (Int. Class 042)	Dexma
USA	THE LENDER'S EDGE	78/864,242	4/18/2006	3,306,883	10/9/2007	Mortgage Consulting Services for Entities Engaged in Managing, Originating and Servicing Mortgages and Disposing of Mortgages in the Secondary Market. (Int. Class 036)	Dexma
USA	DEXMA	77/109,090	2/16/2007	3,333,935	11/13/2007	Providing online non-downloadable software for banks for automating the management, origination, and servicing of mortgages and for automating the disposal of mortgages in the secondary market. (Int. Class 042)	Dexma

USA	DEXMA	77/109,071	2/16/2007	3,333,933	11/13/2007	Mortgage consulting services for entities engaged in managing, originating and servicing mortgages and disposing of mortgages in the secondary market. (Int. Class 036)	Dexma
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The Company owns the right to use the following internet domain names:

cuhousingroundtable.com  
dexma.com  
dexma.net  
dexma.org  
primealliance loanservicing.com  
primeallianceres.com  
primeallianceservices.com  
primealliancesolutions.com  
primecusolutions.com  
primeed.com  
pavaluation.com  
theresmoretocu homelending.com  
friendsinloanplaces.com  
theresmoretomortgage.com  
18strategies.com  
alliance-harp-help.com  
cu-harp-help.com  
mclicktestdrive.com  
mortgageclicktestdrive.com  
mortgageclicktestdrive.com  
mortgagestartshere.com  
p-a-mail.com  
p-a-solutions.com  
pa-wmwn.com  
payesyoucan.com  
primealliancecuservicing.com  
primealliance loanservicing.com  
primeallianceservices.com  
tarlek.com  
testdrivemclick.com  
testdrivemortgageclick.com  
whymortgagewhynow.com  
cu-reit.com  
cuhousingroundtable.org  
eighteenstrategies.com  
iluvmy mortgage.com  
twototen.com

EXHIBIT D

Mask Works

None.