

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
ESTVMENT ALLIANCE, LLC		10/17/2013	LIMITED LIABILITY COMPANY: GEORGIA
CHANNEL CAPITAL GROUP INC.		10/17/2013	CORPORATION: DELAWARE
A.S.A.P. ADVISOR SERVICES, INC.		10/17/2013	CORPORATION: NEW YORK
STRATEGIC FINANCIAL SOLUTIONS, LLC		10/13/2013	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2782490	HEDGEPLUS
Registration Number:	2886849	PRIVATEEQUITYCENTRAL.NET
Registration Number:	4249404	PERTRAC
Registration Number:	4073487	A.S.A.P.
Registration Number:	3829235	HEDGEQUEST
Registration Number:	4406853	ESTVMENT
Registration Number:	4406662	ESTVMENT
Serial Number:	85904695	ESTVMENT MAKING SMART MONEY SMARTER
Serial Number:	85903017	MAKING SMART MONEY SMARTER

CH \$290.00 2782490

Serial Number:	85852559	E
Registration Number:	4278769	EVESTMENT ALLIANCE

**CORRESPONDENCE DATA**

Fax Number: 4045725100  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-572-33431  
Email: cfraser@kslaw.com  
Correspondent Name: Carol Fraser, Finance Paralegal  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	EVESTMENT-52990.015979
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/17/2013

**Total Attachments: 6**  
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 17, 2013 (this "Security Agreement"), is made by EVESTMENT ALLIANCE, LLC, a Georgia limited liability company, CHANNEL CAPITAL GROUP INC., a Delaware corporation, A.S.A.P. ADVISOR SERVICES, INC., a New York corporation, and STRATEGIC FINANCIAL SOLUTIONS, LLC, a Nevada limited liability company (collectively, the "Grantors", and each individually, a "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, eVestment, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Credit Agreement, dated as of October 17, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including each Grantor, have entered into the Guaranty and Security Agreement, dated as of October 17, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1** **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2** **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its registered Trademarks and all registered Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Trademark shall automatically become part of the Trademark Collateral and subject to the security interest pledged.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5 Each Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

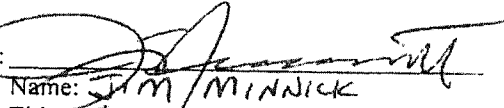
**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7 Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

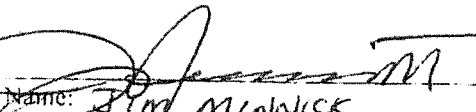
*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

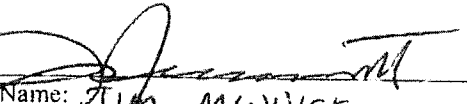
**EVESTMENT ALLIANCE, LLC**

By:   
Name: JIM MINNICK  
Title: CEO

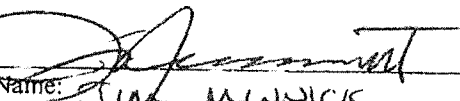
**CHANNEL CAPITAL GROUP INC.**

By:   
Name: JIM MINNICK  
Title: CEO

**A.S.A.P. ADVISOR SERVICES, INC.**

By:   
Name: JIM MINNICK  
Title: CEO

**STRATEGIC FINANCIAL SOLUTIONS, LLC**

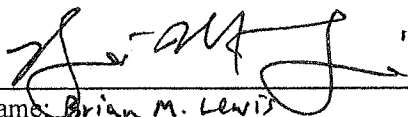
By:   
Name: JIM MINNICK  
Title: CEO

Signature Page to  
Trademark Security Agreement

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By:   
Name: Brian M. Lewis  
Title: Vice President

Signature Page to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 005132 FRAME: 0852**

## SCHEDULE I

### Trademarks

#### I. REGISTERED TRADEMARKS AND APPLICATIONS

Trademark	Class	Registration / Application No. and Date	Owner	Status / Next Deadline
HEDGEPLUS	36	Registration No: 2782490 Registration Date: November 11, 2003	Channel Capital Group Inc.	Live; Section 9 filing due between November 11, 2012-November 11, 2013. There are not plans to file the Section 9 affidavit.
PRIVATEEQUITYCENTRAL.NET	35 & 36	Registration No: 2886849 Registration Date: September 21, 2004	Channel Capital Group Inc.	Live, Section 9 filing due between September 21, 2013-September 21, 2014.
PERTRAC	9	Registration No: 4249404 Registration Date November 27, 2012	Strategic Financial Solutions, LLC	Live, Section 8 & 15 affidavits due between November 27, 2017 – November 27, 2018
A.S.A.P.	35	Registration No: 4073487 Registration Date December 20, 2011	A.S.A.P. Advisor Services, Inc.	Live, Section 8 & 15 affidavits due between December 20, 2016 – December 20, 2017
HEDGEQUEST	35	Registration No: 3829235 Registration Date: August 3, 2010	A.S.A.P. Advisor Services, Inc.	Live, Section 8 & 15 affidavits due between August 3, 2015 – August 3, 2016
EVESTMENT	35, 36 & 42	Registration No: 4406853 Registration Date: September 24, 2013	eVestment Alliance, LLC	Live, Section 8 & 15 affidavits due between September 24, 2018 – September 24, 2019
EVESTMENT	35, 36 & 42	Registration No: 4406662 International Registration No: 1164691 Registration Date: September 24, 2013	eVestment Alliance, LLC	Live, Section 8 & 15 affidavits due between September 24, 2018 – September 24, 2019
EVESTMENT MAKING SMART MONEY SMARTER	35, 36 & 42	Serial No: 85904695 Filing Date: April 15, 2013	eVestment Alliance, LLC	Live, Notice of Allowance issued on September 3, 2013; Statement of Use or extension needs to be filed on or before March 3, 2014
MAKING SMART MONEY SMARTER	35, 36 & 42	Serial No: 85903017 Filing Date: April 12, 2013	eVestment Alliance, LLC	Live, Notice of Allowance issued on September 3, 2013; Statement of Use or extension needs to be filed on or before March 3, 2014

E	35, 36 & 42	Serial No: 85852559 Filing Date: February 18, 2013	eVestment Alliance, LLC	Live, Notice of Allowance issued on September 3, 2013; Statement of Use or extension needs to be filed on or before March 3, 2014
EVESTMENT ALLIANCE	35, 36 & 42	Registration No: 4278769 Registration Date: January 22, 2013	eVestment Alliance, LLC	Live, Section 8 & 15 affidavits due between January 22, 2018 – January 22, 2019, 2019