

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
Edelman Financial Services, LLC	09/20/2012
RECEIVING PARTY DATA	
Name:	Fortress Credit Co LLC, as collateral agent
Street Address:	1345 Avenue of the Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6064986
Patent Number:	6085174
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	026033-0244
NAME OF SUBMITTER:	Scott Kareff (026033-0244)
Total Attachments: 4 source=Patent Grant of A Security Interest for Edelman Financial Services, LLC#page1.tif source=Patent Grant of A Security Interest for Edelman Financial Services, LLC#page2.tif source=Patent Grant of A Security Interest for Edelman Financial Services, LLC#page3.tif source=Patent Grant of A Security Interest for Edelman Financial Services, LLC#page4.tif	

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of September 20, 2012, by Edelman Financial Services, LLC ("Grantor"), in favor of Fortress Credit Co LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 20, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms of the Security Agreement and this Patent Security Agreement, the terms of the Security Agreement shall control.

This Patent Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Patent Security Agreement by facsimile, telecopier or other electronic transmission (including "pdf" e-mail transmission) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by facsimile, telecopier or

other electronic transmission (including "pdf" e-mail transmission) also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

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

EDELMAN FINANCIAL SERVICES, LLC

By:



Name: FREDRIC EDELMAN

Title: CEO

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

<u>Loan Party</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Edelman Financial Services, LLC	USA	Computer assisted and/or implemented process and architecture for customer account creation, maintenance and administration for an investment and/or retirement program	6,064,986	1/19/1999	5/16/2000
	USA	Computer assisted and/or implemented process and architecture for administering an investment and/or retirement program	6,085,174	9/23/1997	7/4/2000

PATENT

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RECORDED: 09/24/2012