504863371 04/11/2018

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WISDOMTREE INVESTMENTS, INC.	04/11/2018

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	8131620	
Application Number:	13412434	

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	F176512 PT
NAME OF SUBMITTER:	JONATHAN LARSON
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	04/11/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement") dated April 11, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among WISDOMTREE INVESTMENTS, INC., a Delaware corporation (the "U.S. Borrower"), WISDOMTREE INTERNATIONAL GROUP, INC., a Delaware corporation ("U.S. Midco"), WISDOMTREE INTERNATIONAL HOLDINGS LTD, a private limited company incorporated under the laws of England and Wales with registered number 11046784 and a direct Subsidiary of U.S. Midco (the "English Borrower" and together with the U.S. Borrower, each a "Borrower" and collectively, the "Borrowers"), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent, L/C Issuer and Lender and each L/C Issuer and Lender from time to time party thereto, (ii) each Secured Hedge Agreement, and (iii) each Treasury Services Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the Credit Agreement, the Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and/or Treasury Services Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or in such Treasury Services Agreement, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Banks to enter into and/or maintain such Secured Hedge Agreements and/or Treasury Services Agreements, each Grantor has executed and delivered that certain U.S. Security Agreement dated April 11, 2018, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Terms</u>. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

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SECTION 2. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Patents, including the Patents set forth on <u>Schedule A</u> attached hereto.

SECTION 3. <u>Security for Obligations</u>. The grant of a security interest in the Patent by each Grantor under this Patent Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 5. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 6. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. <u>Governing Law.</u> THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

WISDOMTREE INVESTMENTS, INC., as the Grantor

Name: Peter Ziephba

Title: Executive Vice President

[Signature to Patent Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent and Grantee

By:

Name: Juditly R. Smith
Title: Authorized Signatory

Ву:_____

Name: 1). Andrew Maletta
Title: Authorized Signatory

SCHEDULE A

Grantor	Title	Application No.	Application Filing Date	Patent No.	Patent Issue Date
WisdomTree Investments, Inc.	Financial instrument selection and weighting system and method	11/062033	2/18/05	8131620	3/6/12
WisdomTree Investments, Inc.	Financial instrument selection and weighting system and method	13/412434	3/5/12	N/A	N/A

RECORDED: 04/11/2018

PATENT REEL: 045506 FRAME: 0547