

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edelman Financial Engines, LLC		05/29/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, Thames St Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88357702	EF EDELMAN FINANCIAL ENGINES	
Serial Number:	88357675	EF FINANCIAL ENGINES	
Serial Number:	88355499	FROM HERE FORWARD	
Serial Number:	88299335	EF	
Serial Number:	88201560	EDELMAN FINANCIAL ENGINES	
Serial Number:	88114003	PURE FIDUCIARY	
Serial Number:	88113996	GENUINE FIDUCIARY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1089399 TM 1L		

OP \$190.00 88357702

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	05/30/2019
Total Attachments: 5 source=#92094338v1 - (EFE - First Lien Trademark Security Agreement (Executed)(5.29.19) Filing)#page2.tif source=#92094338v1 - (EFE - First Lien Trademark Security Agreement (Executed)(5.29.19) Filing)#page3.tif source=#92094338v1 - (EFE - First Lien Trademark Security Agreement (Executed)(5.29.19) Filing)#page4.tif source=#92094338v1 - (EFE - First Lien Trademark Security Agreement (Executed)(5.29.19) Filing)#page5.tif source=#92094338v1 - (EFE - First Lien Trademark Security Agreement (Executed)(5.29.19) Filing)#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of May 29, 2019, among the Person listed on the signature pages hereof (the “Grantor”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of July 19, 2018 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Security Agreement”), among **EDELMAN FINANCIAL ENGINES HOLDINGS IV, LLC (F/K/A EDELMAN FINANCIAL HOLDINGS IV, LLC)**, Delaware limited liability company, as Holdings (“Holdings”), initially **EDELMAN FINANCIAL ENGINES HOLDINGS II, INC. (F/K/A EDELMAN FINANCIAL HOLDINGS II, INC.)**, a Delaware corporation (“Holdings II”), in its capacity as the initial Borrower, whose rights and obligations herein, after giving effect to the Merger, the Contributions and the Assignment, will be assigned to and assumed by **THE EDELMAN FINANCIAL ENGINES CENTER, LLC (F/K/A THE EDELMAN FINANCIAL CENTER, LLC)**, a Delaware limited liability company, as the Borrower (the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in First Lien Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.10 of the First Lien Credit Agreement shall apply to this First Lien Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the First Lien Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this First Lien Trademark Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth in Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this First Lien Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this First Lien Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. The 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 First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien Trademark Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed by one or more of the parties to this First Lien Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this First Lien Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the First Lien Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the First Lien Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien Trademark Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

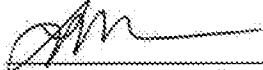
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

EDELMAN FINANCIAL ENGINES, LLC

By: *Lewis C. Antone, Jr.*
Name: Lewis Antone, Jr.
Title: Executive Vice President, General Counsel
and Secretary

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE A TO THE
FIRST LIEN TRADEMARK
SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App. No.	Trademark No.	Owner
EF EDELMAN FINANCIAL ENGINES	88357702	N/A	Edelman Financial Engines, LLC
EF FINANCIAL ENGINES	88357675	N/A	Edelman Financial Engines, LLC
FROM HERE FORWARD	88355499	N/A	Edelman Financial Engines, LLC
EF	88299335	N/A	Edelman Financial Engines, LLC
EDELMAN FINANCIAL ENGINES	88201560	N/A	Edelman Financial Engines, LLC
PURE FIDUCIARY	88114003	N/A	Edelman Financial Engines, LLC
GENUINE FIDUCIARY	88113996	N/A	Edelman Financial Engines, LLC