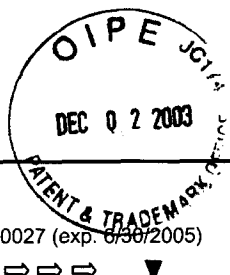
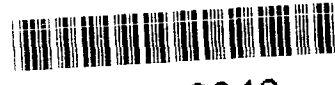


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RECC TF

S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): The Envestnet Group, Inc.
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comerica Bank
Internal Address: MC 6775
Street Address: 300 West 6th Street, Suite 1300
City: Austin State: TX Zip: 78701
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Michigan Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other
Execution Date: October 15, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/214,487
B. Trademark Registration No.(s) 1,343,245 2,593,459
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deann Caylor
Internal Address: Locke, Liddell & Sapp LLP
Street Address: 100 Congress Avenue, Suite 300
City: Austin State: TX Zip: 78701

7. Total fee (37 CFR 3.41) \$ 90.00
Enclosed Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.
Mitchell L. Garrett
Name of Person Signing

Mitchell L. Garrett
Signature

2 December 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002873 FRAME: 0552

12/04/2008 DBYRNE 00000064-78214487
01 FC:8521
02 FC:8522

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2003 by and between COMERICA BANK ("Bank") and THE ENVESTNET GROUP, INC., a Delaware 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 Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

35 East Wacker Drive, 16th Floor
Chicago, Illinois 60601

Attn: William Rubino

THE ENVESTNET GROUP, INC.

By:

Title:

Shelly Altan
Corporate Secretary

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

By:

Title:

T. D. Klitch
Senior Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application/
Number

Registration/
Application/
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENVESTNETPMC	78-214,487 (Serial No.)	February 13, 2003 (Filed)
ENVESTNET	2,593,459 (Reg. No.)	July 16, 2002 (Reg. Date)
INVESTNET	1,343,245 (Reg. No.)	June 18, 1985 (Reg. Date)