

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FINANCIAL ENGINES, INC.		02/01/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3098540	WE MAKE IT PERSONAL
Registration Number:	2717926	THE POWER TO SHAPE THE FUTURE
Registration Number:	2538055	INVESTOR CENTRAL
Registration Number:	2177630	FINANCIAL ENGINES
Registration Number:	2474411	
Registration Number:	2387835	
Registration Number:	2336068	
Registration Number:	2594634	FINANCIAL ENGINES INVESTMENT ADVISOR
Registration Number:	2540884	FINANCIAL ENGINES INVESTMENT ADVISOR
Registration Number:	2398518	FINANCIAL ENGINES INVESTMENT ADVISOR
Registration Number:	2243063	FINANCIAL ENGINES

CORRESPONDENCE DATA

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 3098540

Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	S4137-0087
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	04/03/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 1, 2007 by and between SILICON VALLEY BANK ("Secured Party") and FINANCIAL ENGINES, INC., a California corporation ("Grantor").

RECITALS

A. Secured Party 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 Secured Party and Grantor dated as of January 31, 2004 (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. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Secured Party 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 the Obligations (as defined in the Loan Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations (as defined in the Loan Agreement), Grantor grants and pledges to Secured Party 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 Exhibits 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 the Secured Party, 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 in which Grantor currently has an interest. To the extent not previously registered, Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party in accordance with the terms of the Loan Agreement.

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.

Address of Grantor:

1804 Embarcadero Road
Palo Alto, CA 94303

GRANTOR:

FINANCIAL ENGINES, INC.

By: 

Title: VP & CFO

Address of Secured Party:

3003 Tasman Drive
Santa Clara, CA 95054

SECURED PARTY:

SILICON VALLEY BANK

By: _____

Title: _____

By: _____

Title: _____

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 Secured Party 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 the Secured Party, 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 in which Grantor currently has an interest. To the extent not previously registered, Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party in accordance with the terms of the Loan Agreement.

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.

Address of Grantor:

1804 Embarcadero Road
Palo Alto, CA 94303

GRANTOR:

FINANCIAL ENGINES, INC.

By: _____
Title: _____

Address of Secured Party:

3003 Tasman Drive
Santa Clara, CA 95054

SECURED PARTY:

SILICON VALLEY BANK

By:  _____
Title: DR _____

By: _____
Title: _____

EXHIBIT A
Copyrights

No.	Liens/Status	Owner	Title	Reg. No.	Reg. Date
1.	Registered	Financial Engines, Inc.	Your personal evaluation.	TX6319958	02/01/2006
2.	Registered	Financial Engines, Inc.	Your personal evaluation.	TX6312153	02/01/2006
3.	Registered	Financial Engines, Inc.	Your personal evaluation.	TX6312152	02/01/2006
4.	Registered	Financial Engines, Inc.	Your personal evaluation.	TX6312151	02/01/2006
5.	Registered	Financial Engines, Inc.	Your progress report.	TX6312150	02/01/2006

EXHIBIT B

Patents

No.	Liens/Status	Owner	Patent Description	Reg. No.	Issue Date
1.	Clear	Financial Engines	User interface for a financial advisory system that allows an end user to interactively explore tradeoffs among input decisions.	US 7062458	06/13/2006
2.	Clear	Financial Engines	Identifying a recommended portfolio of financial products for an investor based upon financial products that are available to the investor	US 7016870	03/21/2006
3.	Clear	Financial Engines, Inc.	Enhancing utility and diversifying model risk in a portfolio optimization framework	US 6292787	09/18/2001
4.	Clear	Financial Engines, Inc.	Pricing module for financial advisory system	US 6125355	09/26/2000
5.	Clear	Financial Engines, Inc.	Financial advisory system	US 6021397	02/01/2000
6.	Clear	Financial Engines, Inc.	User interface for a financial advisory system	US 6012044	01/04/2000
7.	Clear	Financial Engines, Inc.	User interface for a financial advisory system	US 5918217	06/29/1999
8.	Pending	Financial Engines, Inc.	Enhancing utility and diversifying model risk in a portfolio optimization framework	09/955,394	09/17/2001

9.	Pending	Financial Engines, Inc.	Load aware optimization	09/792,258	02/23/2001
10.	Pending	Financial Engines, Inc.	Tax-aware asset allocation	10/404,818	03/31/2003
11.	Pending	Financial Engines, Inc.	Professional advisor platform for managing multiple client accounts	10/377,045	02/28/2003
12.	Pending	Financial Engines, Inc.	Professional advisor platform for managing multiple client accounts	10/984,288	11/08/2004
13.	Pending	Financial Engines, Inc.	Financial Advisory System	11/219,513	09/02/2005

EXHIBIT C
Trademarks

No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	Registered	Financial Engines, Inc.	WE MAKE IT PERSONAL	3,098,540	05/30/2006
2.	Registered	Financial Engines, Inc.	THE POWER TO SHAPE THE FUTURE	2,717,926	05/20/2003
3.	Registered	Financial Engines, Inc.	INVESTOR CENTRAL	2,538,055	02/12/2002
4.	Registered	Financial Engines, Inc.	FINANCIAL ENGINES	2,177,630	07/28/1998
5.	Registered	Financial Engines, Inc.	DESIGN ONLY	2,474,411	07/31/2001
6.	Registered	Financial Engines, Inc.	DESIGN ONLY	2,387,835	09/19/2000
7.	Registered, Section 8 Cancelled	Financial Engines, Inc.	DESIGN ONLY	2,336,068	03/28/2000
8.	Registered	Financial Engines, Inc.	FINANCIAL ENGINES INVESTMENT ADVISOR	2,594,634	07/16/2002
9.	Registered	Financial Engines, Inc.	FINANCIAL ENGINES INVESTMENT ADVISOR	2,540,884	02/19/2002
10.	Registered	Financial Engines, Inc.	FINANCIAL ENGINES INVESTMENT ADVISOR	2,398,518	10/24/2000
11.	Registered	Financial Engines, Inc.	FINANCIAL ENGINES	2,243,063	05/04/1999