

04/12/2011



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U S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Trademark Office Please record the attached documents or the new address(es) below

### 1. Name of conveying party(ies):

THE MUTUAL FUND STORE-KANSAS CITY, LLC

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State \_\_\_\_\_  
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) FEBRUARY 17, 2011

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name ARVEST BANK

Internal

Address ATTN BARRY SULLIVAN

Street Address 6300 NALL AVENUE

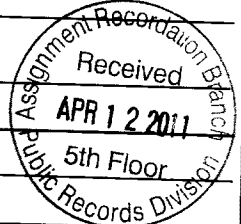
City MISSION

State KANSAS

Country UNITED STATES                      Zip 66202

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_  
 Other BANKING CORP.    Citizenship ARKANSAS

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)



### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No (s)

B. Trademark Registration No (s)

2,173,067 ; 2,733,916, 2,735,936, 2,841,917; 2,868,079, 3,001,986, 2,941,180

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

The Mutual Fund Store; The Science of Investing; The Mutual Fund Show, Someday Is Not A Day Of The Week

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name HUSBH BLACKWELL LLP

Internal Address ATTN: SCOTT THOMPSON

Street Address 4801 MAIN STREET  
SUITE 1000

City KANSAS CITY

State MISSOURI                      Zip 64112

Phone Number 816-983-8386

Fax Number 816-983-8080

Email Address scott.thompson@huschblackwell.com

### 6. Total number of applications and registrations involved:

SEVEN (7)

### 7. Total fee (37 CFR 2 6(b)(6) & 3 41) \$190.00

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number 4801 MAIN STREET SUITE 1000 KANSAS CITY MISSOURI 64112 2173067

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

4-8-11

Date

SCOTT H. THOMPSON

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004527 FRAME: 0764

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 17, 2011, is made by THE MUTUAL FUND STORE-KANSAS CITY, LLC, a Missouri limited liability company ("Grantor"), in favor of ARVEST BANK, an Arkansas banking corporation ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between TMFS Holdings, LLC and certain of its subsidiaries and Secured Party (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Secured Party has agreed to make the Loans and other financing accommodations for the benefit of Grantor; and

WHEREAS, Secured Party is willing to make the Loans [and to incur the Letter of Credit Obligations] as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Indebtedness of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 1 attached hereto (collectively, the "Copyrights");
- (b) any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, know-how, product formulations, and any and all intellectual property rights in computer software and computer software products, now or hereafter existing, created, acquired or held;

- (c) any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Schedule 2 attached hereto (collectively, the "Patents");
- (e) any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, and all elements of package or trade dress of goods, now or hereafter existing, created, acquired or held, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 attached hereto (collectively, the "Trademarks");
- (f) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, including those listed on Schedules 1, 2 or 3, and all license fees and royalties arising from such use;
- (h) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule 1, Schedule 2 and Schedule 3. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Secured Party in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to

protect and perfect Secured Party's lien on the Intellectual Property Collateral shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Secured Party that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

- (a) Grantor shall notify Secured Party immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Secured Party prior written notice thereof, and, upon request of Secured Party, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Secured Party) to evidence Secured Party's lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.
- (c) Grantor shall take all actions necessary or requested by Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.
- (d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Secured Party promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Secured Party shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

- (e) If, before all Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall obtain rights to or become aware of any registered Intellectual Property Collateral not listed on Schedules 1, 2 or 3, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Security Agreement by amending Schedules 1, 2 or 3, as applicable, to include any such Intellectual Property Collateral, and Grantee may file or refile this Agreement, as modified, with the U.S. Patent and Trademark Office and U.S. Copyright Office. Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Grantee's interest in all Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

THE MUTUAL FUND STORE-KANSAS  
CITY, LLC

By: Chris E. Elliott  
Name: Chris E. Elliott  
Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

**ARVEST BANK**

By: Barry F. Sullivan  
Name: Barry F. Sullivan - S.C.V.D.  
Title: Duly Authorized Signatory

SCHEDULE 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

SCHEDULE 2  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE



