

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H.D. Vest, Inc.		10/03/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3671163	8 WEALTH MANAGEMENT ISSUES
Registration Number:	2459437	REPTRACK
Registration Number:	2524143	REVIEW
Registration Number:	2047321	HD VEST FINANCIAL SERVICES
Registration Number:	2561056	HDVLINK
Registration Number:	2431408	MANAGING AMERICA'S FUTURE
Registration Number:	2415760	VESTADVISOR
Registration Number:	2415762	VESTPREMIERE

CORRESPONDENCE DATA

Fax Number: (404)572-5100
 Email: mrussell@kslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: King & Spalding

900203680

**TRADEMARK
 REEL: 004635 FRAME: 0055**

CH \$215.00 3671163

Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015898
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	10/04/2011

Total Attachments: 8
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2011, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the several banks and other financial institutions and lenders (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of October 3, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HDV Holdings, Inc. (the "Parent"), H.D. Vest, Inc. (the "Company"; and together with Parent, the "Borrowers"), the several banks and other financial institutions and lenders from time to time parties thereto (the "Lenders"), and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its owned Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without

limitation, to the registered Trademarks and pending applications for Trademarks listed on Schedule 1 hereto (but excluding any Trademarks that do not constitute Collateral as defined in the Guaranty and Security Agreement);

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

H.D. VEST, INC., as Grantor

By: *Roger Ochs*
Name: Roger Ochs
Title: President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004635 FRAME: 0059

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 

Name: David Fournier
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004635 FRAME: 0060

ACKNOWLEDGMENT OF GRANTOR

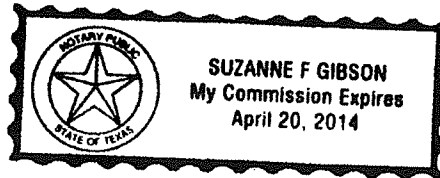
State of Texas)

County of Dallas)

ss.

On this 27 day of September, 2011 before me personally appeared Roger Ochs, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of H.D. Vest, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public




[ACKNOWLEDGMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications for Trademark Registrations Owned by Grantors

Mark	Country	App. No.	Reg. No.	File Date	Reg. Date
8 WEALTH MANAGEMENT ISSUES	United States	77/429724	3671163	24-Dec- 2008	18-Aug- 2009
REPTRACK	United States	75/909973	2459437	04-Feb- 2000	12-Jun- 2001
REVIEW	United States	75/883994	2524143	30-Dec- 1999	01-Jan- 2002
HD VEST FINANCIAL SERVICES	United States	75/025932	2047321	30-Nov- 1995	25-Mar- 1997
HDVLINK	United States	75/884012	2561056	30-Dec- 1999	16-Apr- 2002
MANAGING AMERICA'S FUTURE	United States	75/914249	2431408	09-Feb- 2000	27-Feb- 2001
VESTADVISOR	United States	75/883958	2415760	30-Dec- 1999	26-Dec- 2000

Mark	Country	App. No.	Reg. No.	File Date	Reg. Date
VESTPREMIERE	United States	75/884475	2415762	30-Dec-1999	26-Dec-2000
HD VEST ADVISORY SERVICES and Design 	State of Alabama		108447		12-Apr-2002
H.D. VEST INVESTMENT SERVICES	State of Alabama		108448		12-Apr-2002
H.D. VEST ADVISORY SERVICES	State of Idaho		17068		25-Oct-2001
H.D. VEST ADVISORY SERVICES	State of New Mexico		TK01101604		16-Oct-2001
H.D. VEST INVESTMENT SERVICES	State of New Mexico		TK01101201		12-Oct-2001
H.D. VEST ADVISORY SERVICES ¹	State of Wisconsin				29-Aug-2001

¹ Note that this registration was due for renewal on August 29, 2011. The Company does not know whether a renewal has been filed for this registration and, as such, this registration may have been abandoned.

Mark	Country	App. No.	Reg. No.	File Date	Reg. Date
H.D. VEST INVESTMENT SERVICES ²	State of Wisconsin				29-Aug- 2001

² Note that this registration was due for renewal on August 29, 2011. The Company does not know whether a renewal has been filed for this registration and, as such, this registration may have been abandoned.