

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Edelman Financial Services, LLC		09/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Fortress Credit Co LLC, as collateral agent
Street Address:	1345 Avenue of the Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 10</b>		
Property Type	Number	Word Mark
Registration Number:	1880034	EDELMAN FINANCIAL SERVICES
Registration Number:	2297019	INSIDE PERSONAL FINANCE WITH RIC EDELMAN
Registration Number:	2248156	RIC EDELMAN
Registration Number:	2288935	RIC-E TRUST
Registration Number:	2288936	THE RETIREMENT INCOME - FOR EVERYONE TRUST
Registration Number:	1949947	THE SMART PLAN
Registration Number:	1829664	THE TRUTH ABOUT MONEY
Registration Number:	3120231	EDELMAN MAP MANAGED ASSET PROGRAM
Registration Number:	3123369	THE LIES ABOUT MONEY
Serial Number:	85506320	EDELMAN ONLINE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2125935955

CH \$265.00 1880034

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-756-2132  
Email: scott.kareff@srz.com  
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	026033-0244
NAME OF SUBMITTER:	Scott Kareff (026033-0244)
Signature:	/kc for sk/
Date:	09/24/2012

**Total Attachments: 4**

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**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 20, 2012, by Edelman Financial Services, LLC ("Grantor"), in favor of Fortress Credit Co LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 20, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms of the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile, telecopier or other electronic transmission (including "pdf" e-mail transmission) shall

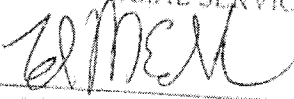
be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile, telecopier or other electronic transmission (including "pdf" e-mail transmission) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

*[Remainder of page intentionally left blank]*

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

EDELMAN FINANCIAL SERVICES, LLC

By:

  
Name: FREDRICK EDELMAN  
Title: CEO

Grant of a Security Interest - Trademarks

SCHEDULE A  
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Loan Party</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Edelman Financial Services, LLC	USA	Edelman Financial Services	1,880,034	74415298	7/22/1993	2/21/1995
	USA	Inside Personal Finance with Ric Edelman	2,297,019	75512845	6/30/1998	11/30/1999
	USA	Ric Edelman	2,248,156	75282991	4/28/1997	5/25/1999
	USA	Ric-E Trust	2,288,935	75543313	8/26/1998	10/26/1999
	USA	The Retirement Income-For Everyone Trust	2,288,936	75543323	8/26/1998	10/26/1999
	USA	The Smart Plan	1,949,947	74425397	8/17/1993	1/23/1996
	USA	The Truth About Money	1,829,664	74415297	7/22/1993	4/5/1994
	USA	Edelman Managed Asset Program & Compass Design	3,120,231	78683018	8/1/2005	7/25/2006
	USA	The Lies About Money	3,123,369	78682983	8/1/2005	8/1/2006
	USA	Edelman Online		85506320	12/30/2011	