

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMFS HOLDINGS, LLC		07/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4538419	ANNUITY OPTIMIZER	
Registration Number:	4506964	M	
Registration Number:	4506963	M	
Registration Number:	4211743	MARKET REENTRY PLAN	
Registration Number:	4511851	M THE MUTUAL FUND STORE	
Registration Number:	3764869	RETIREMENT PAYCHECK	
Registration Number:	3001986	SOMEDAY IS NOT A DAY OF THE WEEK	
Registration Number:	3733001	THE MUTUAL FUND RESEARCH CENTER	
Registration Number:	4044724	THE MUTUAL FUND SHOW	
Registration Number:	2735936	THE MUTUAL FUND STORE	
Registration Number:	2941180	THE MUTUAL FUND STORE ...THE SCIENCE OF	
Registration Number:	2868079	THE MUTUAL FUND SHOW	
Registration Number:	2841917	THE SCIENCE OF INVESTING	
Registration Number:	3749381	THE SCIENCE OF INVESTING	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	NTABAH@MILBANK.COM		
TRADEMARK			

CH \$365.00 4538419

Correspondent Name:	NANGAH TABAH
Address Line 1:	ONE CHASE MANHATTAN PLAZA
Address Line 2:	MILBANK. TWEED, HADLEY & MCCLOY LLP
Address Line 4:	NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28302-62000
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NAME OF SUBMITTER:	NANGAH TABAH
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SIGNATURE:	/Nangah Tabah # 71,824/
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DATE SIGNED:	08/01/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2014 (this “Agreement”), among TMFS Holdings, LLC, a Delaware limited liability company (the “Grantor”) and Credit Suisse AG, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Kansas City 727 Acquisition LLC, a Delaware limited liability company (“Holdings”), the Grantor, as the Borrower, the Lenders and Issuing Banks from time to time party thereto (the “Lenders”) and Credit Suisse AG, as the administrative agent, and (b) the Collateral Agreement dated as of July 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Grantor, as the Borrower, the other grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of the Trademarks of the Grantor (including, without limitation, those items listed or required to be listed in Schedule I hereto), together with all goodwill associated with or symbolized by each such Trademark. Notwithstanding anything herein to the contrary, the Trademarks shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the

Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be construed in accordance with and governed by the laws of the State of New York, without regard to any choice or conflict of law provision or rule that would lead to the application of the law of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TMFS HOLDINGS, LLC, as Grantor

By 

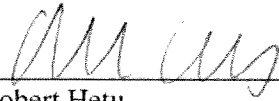
Name: John Bunch


Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005335 FRAME: 0495

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

Schedule I**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Mark	Jurisdiction	Registration No.	Registration Date
TMFS Holdings, LLC	ANNUITY OPTIMIZER	U.S.	4538419	May 27, 2014
TMFS Holdings, LLC	M Design	U.S.	4506964	April 1, 2014
TMFS Holdings, LLC	M Design	U.S.	4506963	April 1, 2014
TMFS Holdings, LLC	MARKET REENTRY PLAN	U.S.	4211743	September 18, 2012
TMFS Holdings, LLC	M THE MUTUAL FUND STORE	U.S.	4511851	April 8, 2014
TMFS Holdings, LLC	RETIREMENT PAYCHECK	U.S.	3764869	March 23, 2010
TMFS Holdings, LLC	SOMEDAY IS NOT A DAY OF THE WEEK	U.S.	3001986	September 27, 2005
TMFS Holdings, LLC	THE MUTUAL FUND RESEARCH CENTER	U.S.	3733001	December 29, 2009
TMFS Holdings, LLC	THE MUTUAL FUND SHOW	U.S.	4044724	October 25, 2011
TMFS Holdings, LLC	THE MUTUAL FUND STORE	U.S.	2735936	July 15, 2003
TMFS Holdings, LLC	THE MUTUAL FUND STORE...THE SCIENCE OF INVESTING and Design	U.S.	2941180	April 19, 2005
TMFS Holdings, LLC	THE MUTUAL FUND SHOW	U.S.	2868079	July 27, 2004
TMFS Holdings, LLC	THE SCIENCE OF INVESTING	U.S.	2841917	May 11, 2004
TMFS Holdings, LLC	THE SCIENCE OF INVESTING	U.S.	3749381	February 16, 2010