

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312762

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|---|-------------------------------------|---|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANK OF MONTREAL, AS ADMINISTRATIVE AGENT | | 07/31/2014 | CHARTERED BANK: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | TMFS HOLDINGS, LLC | | |
| Street Address: | 7301 COLLEGE BLVD., SUITE 220 | | |
| City: | OVERLAND PARK | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66210 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2733916 | TMFS THE MUTUAL FUND STORE | |
| Registration Number: | 2735936 | THE MUTUAL FUND STORE | |
| Registration Number: | 2841917 | THE SCIENCE OF INVESTING | |
| Registration Number: | 2868079 | THE MUTUAL FUND SHOW | |
| Registration Number: | 3001986 | SOMEDAY IS NOT A DAY OF THE WEEK | |
| Registration Number: | 2941180 | THE MUTUAL FUND STORE ...THE SCIENCE OF | |
| Registration Number: | 3733001 | THE MUTUAL FUND RESEARCH CENTER | |
| Registration Number: | 3749381 | THE SCIENCE OF INVESTING | |
| Registration Number: | 3764869 | RETIREMENT PAYCHECK | |
| Serial Number: | 85274879 | THE MUTUAL FUND SHOW | |
| Serial Number: | 85414304 | MARKET REENTRY PLAN | |
| 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 | | |
| 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 | | |
| | | TRADEMARK | |

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|---|-------------------------|
| ATTORNEY DOCKET NUMBER: | 28302-62000 |
| NAME OF SUBMITTER: | NANGAH TABAH |
| SIGNATURE: | /Nangah Tabah # 71,824/ |
| DATE SIGNED: | 08/01/2014 |
| Total Attachments: 5 source=TMFS - BMO Release of IP Security Interest (Executed)#page1.tif source=TMFS - BMO Release of IP Security Interest (Executed)#page2.tif source=TMFS - BMO Release of IP Security Interest (Executed)#page3.tif source=TMFS - BMO Release of IP Security Interest (Executed)#page4.tif source=TMFS - BMO Release of IP Security Interest (Executed)#page5.tif | |

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (**"Release"**), is made and effective as of July 31, 2014 and granted by Bank of Montreal (the **"Administrative Agent"**), as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers under the Credit Agreement referred to below (the **"Secured Creditors"**), in favor of TMFS Holdings, LLC, a Delaware Limited Liability Company, and its successors, legal representatives and assignees (the **"Grantor"**).

WHEREAS, the Grantor entered into the Credit Agreement dated as of September 15, 2011 (as amended, restated, supplemented or modified from time to time, the **"Credit Agreement"**), with, among others, the Administrative Agent and the other creditors, investors and obligors party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Administrative Agent (i) that certain Guaranty and Security Agreement dated as of September 15, 2011, made by and among the Grantor and the Administrative Agent, among others (as amended, restated, supplemented or modified from time to time, the **"Guaranty and Security Agreement"**), (ii) Patent Security Agreement, dated as of September 15, 2011 (as amended, restated, supplemented or modified from time to time, the **"Patent Security Agreement"**) and (iii) Trademark Security Agreement, dated as of September 15, 2011 (as amended, restated, supplemented or modified from time to time, the **"Trademark Security Agreement"**) and, together with the Guaranty and Security Agreement and Patent Security Agreement, the **"Security Agreements"**);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Creditors a Lien (as used in the Guaranty and Security Agreement) and security interest in and to all of the right, title and interest of the Grantor in, to and under the Patents (as defined in the Patent Security Agreement) and Trademarks (as defined in the Trademark Security Agreement);

WHEREAS, the Patent Security Agreement and Trademark Security Agreement were recorded at the United States Patent and Trademark Office at Reel 026917 / Frame 0602 on September 16, 2011 and Reel 004624 / Frame 0307 on September 16, 2011, respectively; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Administrative Agent and the Secured Creditors may have in the IP Collateral pursuant to the Security Agreements.

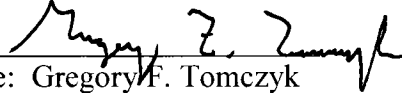
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby states as follows:

1. Definition. The term “IP Collateral,” as used herein, shall mean (a) the Patents, including, without limitation, the patents and patent applications listed in Schedule 1 hereto and (b) the Trademarks, including, without limitation, the trademark registrations and trademark applications listed in Schedule 2 hereto, together with the goodwill symbolized thereby (collectively, the “**IP Collateral**”).
2. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Creditors, their successors, legal representatives and assigns, terminates, releases and discharges its Lien on and security interest in and to the IP Collateral, and all other right, title, and interest in and to the IP Collateral, and reassigns to the Grantor any and all such right, title and interest that it may have in the IP Collateral.
3. Further Assurances. The Administrative Agent agrees to, at the request and cost of the Grantor and with the Grantor’s assistance, execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective Administrative Agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and the Grantor’s (or its assignees’) right, title and interest in and to the IP Collateral and authorizes the Grantor (and its respective Administrative Agents, designees or assignees) to file any such releases with the United States Copyright Office or the United States Patent and Trademark Office, as applicable. The Administrative Agent further authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
4. Expenses. All the expenses, charges and costs of whatever nature, including without limitation, tax, reasonable legal fees and notarial expenses, relating to or any way arising out of the release of security documented under this Release shall be borne and paid by the Grantor.
5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would lead to the application of the law of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF MONTREAL, as Administrative Agent

By: 

Name: Gregory F. Tomczyk

Title: Director

Address for Notices: 115 S. LaSalle Street,
25th Floor West, Chicago, IL 60603

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

| Owner | Title / Description | Jurisdiction | Application / Serial No. | Application Date |
|--------------------|---|---------------------|-------------------------------------|-----------------------------|
| TMFS Holdings, LLC | Method, System, and Computer Program for Investing | U.S. | 12/693,996 | January 26, 2010 |

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. TRADEMARK REGISTRATIONS

| Owner | Title | Jurisdiction | Registration No. | Registration Date |
|--------------------|---|--------------|------------------|--------------------|
| TMFS Holdings, LLC | TMFS THE MUTUAL FUND STORE and design | U.S. | 2,733,916 | July 8, 2003 |
| TMFS Holdings, LLC | THE MUTUAL FUND STORE | U.S. | 2,735,936 | July 15, 2003 |
| TMFS Holdings, LLC | THE SCIENCE OF INVESTING | U.S. | 2,841,917 | May 11, 2004 |
| TMFS Holdings, LLC | THE MUTUAL FUND SHOW | U.S. | 2,868,079 | July 27, 2004 |
| TMFS Holdings, LLC | SOMEDAY IS NOT A DAY OF THE WEEK | U.S. | 3,001,986 | September 27, 2005 |
| TMFS Holdings, LLC | THE MUTUAL FUND STORE...THE SCIENCE OF INVESTING and Design | U.S. | 2,941,180 | April 19, 2005 |
| TMFS Holdings, LLC | THE MUTUAL FUND RESEARCH CENTER | U.S. | 3,733,001 | December 29, 2009 |
| TMFS Holdings, LLC | THE SCIENCE OF INVESTING | U.S. | 3,749,381 | February 16, 2010 |
| TMFS Holdings, LLC | RETIREMENT PAYCHECK | U.S. | 3,764,869 | March 23, 2010 |

B. TRADEMARK APPLICATIONS

| Owner | Title | Jurisdiction | Serial No. | Application Date |
|--------------------|----------------------|--------------|------------|-------------------|
| TMFS Holdings, LLC | THE MUTUAL FUND SHOW | U.S. | 85-274,879 | March 23, 2011 |
| TMFS Holdings, LLC | MARKET REENTRY PLAN | U.S. | 85-414,304 | September 2, 2011 |