

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.D. VEST, INC.		03/17/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3671163	8 WEALTH MANAGEMENT ISSUES	
Registration Number:	2047321	HD VEST FINANCIAL SERVICES	
Registration Number:	2561056	HDVLINK	
Registration Number:	2431408	MANAGING AMERICA'S FUTURE	
Registration Number:	2415760	VESTADVISOR	
Registration Number:	4393223	VESTADVISOR SELECT	
Registration Number:	2415762	VESTPREMIERE	
Registration Number:	4476961	THE FINANCIAL SERVICES FIRM OF TAX PROFE	
Registration Number:	4648020	1040 ANALYST	
Serial Number:	86529660	1040 ANALYST	
Serial Number:	86314466	VESTSUCCESS	
Serial Number:	86086189	REINVENT YOURSELF	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		

TRADEMARK

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.218

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 03/19/2015

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2015 (this "Trademark Security Agreement"), is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, 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 Amended and Restated Revolving Credit and Term Loan Agreement, dated as of March 17, 2015 (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 Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, the parties hereto are each party to the Original Trademark Security Agreement (as defined below) and the parties hereto desire to amend and restate the Original Trademark Security Agreement with this Trademark Security Agreement;

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, the registered Trademarks and pending applications for Trademarks listed on Schedule I 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.

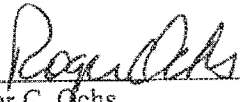
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 6. Amendment and Restatement. This Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of June 18, 2013 by the Grantor in favor of the Administrative Agent (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

[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.

H.D. VEST, INC., a Texas corporation,
as Grantor

By: 
Name: Roger C. Ochs
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first written:

MADISON CAPITAL FUNDING LLC,
as Administrative Agent

By: 
Name: Robert Douglass
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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
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
VESTADVISOR SELECT	United States	85/556889	4393223	29-Feb-2012	26-Dec-2000
VESTPREMIERE	United States	75/884475	2415762	30-Dec-1999	26-Dec-2000
THE FINANCIAL SERVICES FIRM OF TAX PROFESSIONALS	United States	85/796937	4476961	06-Dec-2012	06-Dec-2012

Mark	Country	App. No.	Reg. No.	File Date	Reg. Date
1040 ANALYST	United States	86/149491	4648020	20-Dec-2013	02-Dec-2014
1040 ANALYST	United States	86/529660		10-Feb-2015	
VEST SUCCESS	United States	86/314466		19-Jun-2014	
REINVENT YOURSELF	United States	86/086189		08-Oct-2013	
H.D. VEST ADVISORY SERVICES	State of Idaho		17068		25-Oct-2001
H.D. VEST ADVISORY SERVICES	State of Mississippi		n/a		01-Sep-2001
H.D. VEST ADVISORY SERVICES	State of North Dakota		17287100		01-Sep-2006
H.D. VEST INVESTMENT SERVICES	State of North Dakota		17287200		01-Sep-2006

Mark	Country	App. No.	Reg. No.	File Date	Reg. Date
H.D. VEST ADVISORY SERVICES	State of Ohio		1651256		29-Sep-2006
H.D. VEST ADVISORY SERVICES	State of Wyoming		2001- 00426584		06-Nov- 2001