

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edelman Financial Services, LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
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 TRU	
Registration Number:	1949947	THE SMART PLAN	
Registration Number:	4494873	THE TRUTH ABOUT MONEY	
Registration Number:	4756990	THE TRUTH ABOUT MONEY	
Registration Number:	4333987	EDELMAN MAP MANAGED ASSET PROGRAM	
Registration Number:	3123369	THE LIES ABOUT MONEY	
Registration Number:	4349188	EDELMAN GUIDE TO PORTFOLIO SELECTION	
Registration Number:	4290107	EDELMAN ONLINE	
Registration Number:	4412097		
Serial Number:	86538542	EDELMAN ITERATION PLAN	
Registration Number:	1829664	THE TRUTH ABOUT MONEY	
Registration Number:	3120231	EDELMAN MAP MANAGED ASSET PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

OP \$415.00 1880034

TRADEMARK

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.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160260
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NAME OF SUBMITTER:	Sonya Jackman
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	12/18/2015
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of December 18, 2015, is made among Edelman Financial Services, LLC (the "Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 18, 2015 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among EDELMAN FINANCIAL HOLDINGS IV, LLC, a Delaware limited liability company, FLIGHT DEBT MERGER SUB INC., a Delaware corporation ("Debt Merger Sub"), which on the Closing Date shall be merged with and into THE EDELMAN FINANCIAL CENTER, LLC, a Delaware limited liability company ("EFC") (with EFC surviving such merger as the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof, and Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in the Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the United States Patent and Trademark Office prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral").

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

Edelman Financial Services, LLC

By: _____

Name: Rene Chaze
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent,

By: _____

Name:
Title:

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

Edelman Financial Services, LLC

By: _____
Name: Rene Chaze
Title: Chief Financial Officer

**MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent**

By: *F. Michael Manfred*
Name: F. MICHAEL MANFRED
Title: AUTHORIZED SIGNATORY

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trade-Mark	App. No.	Trademark No.	Owner
Edelman Financial Services	74415298	1,880,034	Edelman Financial Services, LLC
Inside Personal Finance with Ric Edelman	75512845	2,297,019	Edelman Financial Services, LLC
Ric Edelman	75282991	2,248,156	Edelman Financial Services, LLC
Ric-E Trust	75543313	2,288,935	Edelman Financial Services, LLC
The Retirement Income-For Everyone Trust	75543323	2,288,936	Edelman Financial Services, LLC
The Smart Plan	74425397	1,949,947	Edelman Financial Services, LLC
The Truth About Money	86027475	4,494,873	Edelman Financial Services, LLC
The Truth About Money	86196412	4,756,990	Edelman Financial Services, LLC
Edelman MAP Managed Asset Program	85678136	4,333,987	Edelman Financial Services, LLC
The Lies About Money	78682983	3,123,369	Edelman Financial Services, LLC
The Edelman Guide to Portfolio Selection	85693741	4,349,188	Edelman Financial Services, LLC
Edelman Online	85506320	4,290,107	Edelman Financial Services, LLC
Edelman Compass Design	85693803	4,412,097	Edelman Financial Services, LLC
Edelman Iteration Plan	86538542		Edelman Financial Services, LLC
The Truth About Money	74415297	1,829,664	Edelman Financial Services, LLC
Edelman Map Managed Asset Program	78683018	3,120,231	Edelman Financial Services, LLC