

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEALTHCARE CAPITAL MANAGEMENT IP, LLC		09/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86616950	W	
<b>Registration Number:</b>	4406438	COMFORT ZONE	
<b>Registration Number:</b>	4200033	DEFY THE COMMON	
<b>Registration Number:</b>	3780069	WEALTHCARE CAPITAL MANAGEMENT	
<b>Registration Number:</b>	3457400	FUNDGRA+DES	
<b>Registration Number:</b>	2676196	FINANCEWARE.COM	
<b>Registration Number:</b>	2569489	POWERING THE FUTURE OF FINANCIAL ADVICE	
<b>Registration Number:</b>	2676195	FINANCEWARE.COM	
<b>Registration Number:</b>	2641729	WEALTHSIMULATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 5200		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		

CH \$240.00 86616950

<b>ATTORNEY DOCKET NUMBER:</b>	220763.001506
<b>NAME OF SUBMITTER:</b>	Christopher Close
<b>SIGNATURE:</b>	/Christopher Close/
<b>DATE SIGNED:</b>	10/05/2016

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of September 29, 2016 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and WEALTHCARE CAPITAL MANAGEMENT IP, LLC, a Delaware limited liability company (“**Grantor**”).

### RECITALS

A. Bank and WEALTHCARE CAPITAL MANAGEMENT LLC (f/k/a Wealthcare Capital Management, Inc.), a Delaware limited liability company (“**Wealthcare**”) have entered into that certain Loan and Security Agreement dated as of December 20, 2013 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Agreement). Grantor was added to the Loan Agreement as a Borrower pursuant to that certain Additional Borrower Joinder Supplement dated as of even date herewith. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement.

B. Pursuant to the terms of the Waiver and First Amendment to Loan and Security Agreement by and among Bank, Grantor, and each other Borrower therein, dated as of even date herewith (the “**First Amendment**”), Grantor has agreed to amend the Loan Agreement and grant to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Bank is willing to enter into the First Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor pursuant to the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those United States copyright registrations set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, domain names, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the United States patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and the entire goodwill of the business of Grantor or one of its Subsidiaries (as applicable) connected with and symbolized by such trademarks, including without limitation those United States trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. In the event of Grantor's failure to fulfill its obligation pursuant to Section 6.7(c) of the Loan Agreement, Grantor and its Subsidiaries hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any applicable Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the First Amendment and the Loan Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WEALTHCARE CAPITAL MANAGEMENT IP, LLC

By: Wealthcare Capital Management LLC, its sole member

By: Wealthcare Holdings LLC, its manager

By: 

Name:

Walter P. Maner, IV

Title:

President and Treasurer

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

GRANTOR

WEALTHCARE CAPITAL MANAGEMENT IP, LLC

By: Wealthcare Capital Management LLC, its sole member

By: Wealthcare Holdings LLC, its manager

By: \_\_\_\_\_

Name:

Title:

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Name: Andrea Fuller

Title: Director

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
None identified		



EXHIBIT B

Patents

Description	Application Number (Filing Date)	Registration Number (Registration Date)
Method, System and Computer Program for Auditing Financial Plans		7,562,040 (07/14/2009)
Method and System for Financial Advising		7,650,303 (01/19/2010)
Method and System for Financial Advising		7,765,138 (07/27/2010)
Method and System for Financial Advising		7,991,675 (08/02/2011)

EXHIBIT C

Trademarks

Description	Serial Number (Filing Date)	Registration Number (Registration Date)
W (& design)	86/616,950 (05/01/2015)	
COMFORT ZONE		4,406,438 (09/24/2013)
DEFY THE COMMON		4,200,033 (08/28/2012)
WEALTHCARE CAPITAL MANAGEMENT		3,780,069 (04/27/2010)
FUNDGRA+DES		3,457,400 (07/01/2008)
FINANCEWARE.COM (& design)		2,676,196 (01/21/2003)
POWERING THE FUTURE OF FINANCIAL ADVICE		2,569,489 (05/14/2002)

Description	Serial Number (Filing Date)	Registration Number (Registration Date)
FINANCEWARE.COM		2,676,195 (01/23/2003)
WEALTHSIMULATOR		2,641,729 (10/29/2002)

EXHIBIT D

Mask Works

Description	Application	Registration
None identified		