

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411783

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900388966		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Management Systems, Inc.		12/19/2016	Corporation: CALIFORNIA
Retirement Revolution, LLC		12/19/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87201268	MUTUAL FUND DESK	
Serial Number:	87201309	SPECIALIZED INFORMATION SERVICES	
Registration Number:	4134731	RETIREMENT REVOLUTION	
Registration Number:	4057551	WE'RE READY. ARE YOU?	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<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:	214.758.1500		
Email:	phxip@squirepb.com		
Correspondent Name:	Squire Patton Boggs (US) LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Cammie R. Teems		
SIGNATURE:	/Cammie R. Teems/		
DATE SIGNED:	01/10/2017		

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 19, 2016, by **VERTICAL MANAGEMENT SYSTEMS, INC.**, a California corporation (“**Company**”), as successor in interest by merger to **VMS MERGER SUB INC.**, a California corporation, and **RETIREMENT REVOLUTION, LLC**, a California limited liability company (“**Retirement Revolution**”, and together with Company, collectively, the “**Grantors**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 19, 2016, by and among the Grantors, **VMS PARENT HOLDINGS LLC**, a Delaware limited liability company, **VMS INTERMEDIATE INC.**, and Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loan**”); and

WHEREAS, in connection with the obligation of Agent and the Lenders to execute and perform under the Credit Agreement the Grantors shall execute and deliver this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent (for the ratable benefit of the Secured Parties) in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than unasserted contingent indemnity obligations and obligations under any Interest Rate Agreement or Currency Agreement not yet due and payable) secured hereby unconditionally and (b) the cancellation or termination of the Commitments. Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantors may reasonably request) or otherwise authorize the filing of such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by e-mail or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this IP Security Agreement to be effective upon consummation of the Merger.

GRANTORS:


VERTICAL MANAGEMENT SYSTEMS, INC.

By:  _____

Name: Walter P. Maner, IV

Title: Chairman

RETIREMENT REVOLUTION, LLC

By:  _____

Name: Walter P. Maner, IV

Title: Chairman

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

None.

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None.

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Owner	Names	Country	Issue Date	Registration Number
Retirement Revolution, LLC	RETIREMENT REVOLUTION	US	May 1, 2012	4,134,731
Retirement Revolution, LLC	WE'RE READY. ARE YOU?	Us	November 15, 2011	4,057,551

Pending Trademark Applications:

Company	Names	Country	Filing Date	Serial Number
Vertical Management Systems, Inc.	MUTUAL FUND DESK	US	October 12, 2016	87201268
Vertical Management Systems, Inc.	SPECIALIZED INFORMATION SERVICES	US	October 12, 2016	87201309

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Registrar</u>
advisorsclearing.com	2/24/2018	Network Solutions
advisorsclearingnetwork.com	2/24/2018	Network Solutions
retirement-revolution.com	9/17/2017	GoDaddy
tpaportal.com	7/30/2017	Network Solutions
retirementrevolution.com	8/25/2017	GoDaddy
verticalmanagementsystems.com	12/1/2017	GoDaddy
vmscorp.com	7/30/2016	GoDaddy
vmscorp.net	7/7/2016	GoDaddy
vmscorporation.com	7/8/2016	GoDaddy
vmsdirect.com	10/9/2016	GoDaddy
vmshelp.com	4/23/2018	Network Solutions
vmsholdings.com	10/9/2017	GoDaddy
vmsmfdportal.com	12/2/2016	GoDaddy
vmsportal.com	10/17/2018	Network Solutions
vmsrrportal.com	12/2/2016	GoDaddy
vmssisportal.com	12/2/2016	GoDaddy
vmstrust.com	10/9/2016	GoDaddy