

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Investment Group, Inc.		02/17/2017	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2855821	CAAP	
Registration Number:	3679495		
Registration Number:	3679492	YOU CONTROL THE JOURNEY	
Registration Number:	3893802	THE FEE EXPERTS	
Registration Number:	4566617	ADVISOR ADVANTAGE	
Registration Number:	4574565	RIA ADVANTAGE	
Registration Number:	4566618	CLIC	
Registration Number:	4574564	CONTINUITY EXPRESS	
Registration Number:	4465860	THE NEXT STEP	
Serial Number:	85950300	WEALTHPORT	
CORRESPONDENCE DATA			
Fax Number:	3122633600		
<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:	3122633600		
Email:	maureen.drews@hklaw.com, grant.mccorkhill@hklaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Floor		

OP \$265.00 2855821

Address Line 4:	Chicago, ILLINOIS 60603
NAME OF SUBMITTER:	C. Grant McCorkhill
SIGNATURE:	/C. Grant McCorkhill/
DATE SIGNED:	02/23/2017
Total Attachments: 4 source=CIG IP Security Grant#page1.tif source=CIG IP Security Grant#page2.tif source=CIG IP Security Grant#page3.tif source=CIG IP Security Grant#page4.tif	

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

THIS SECURITY INTEREST GRANT INTELLECTUAL PROPERTY (this "Grant"), is made as of February 17, 2017 by CAMBRIDGE INVESTMENT GROUP, INC., an Iowa corporation, ENERIC PETROLEUM CORPORATION, a Florida corporation, CAMBRIDGE INVESTMENT RESEARCH ADVISORS, INC., an Iowa corporation, TBS AGENCY, INC., a Maryland corporation, and CONTINUITY MANAGEMENT GROUP, L.L.C., an Iowa limited liability company, (each referred to as a "Grantor" and collectively as the "Grantors"), in favor of Fifth Third Bank, whose address is 222 South Riverside Plaza, 29th Floor, Chicago IL 60606 (the "Lender" and the "Grantee"), on behalf of the Lender.

WHEREAS, the Grantors and Lender have entered into an Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the undersigned Grantors have adopted, used and are using, and hold all right, title and interest, respectively, in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral");

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

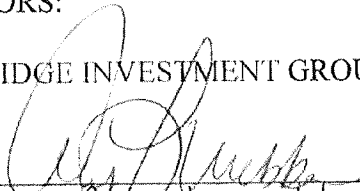
(Signature Page Follows)

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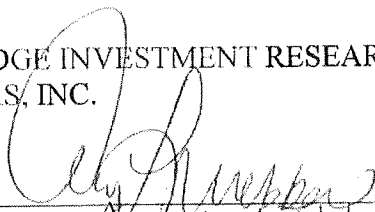
IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer and effective as of the date first above-written.

GRANTORS:

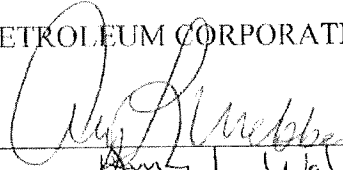
CAMBRIDGE INVESTMENT GROUP, INC.

By: 
Name: Amy L. Webber
Title: President + CEO

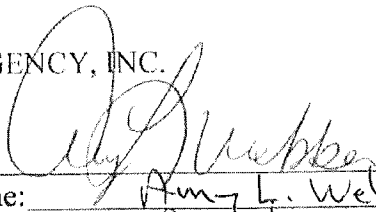
CAMBRIDGE INVESTMENT RESEARCH ADVISORS, INC.

By: 
Name: Amy L. Webber
Title: President + CEO

ENERIC PETROLEUM CORPORATION

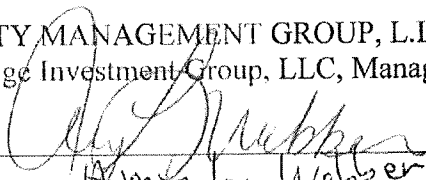
By: 
Name: Amy L. Webber
Title: President + CEO

TBS AGENCY, INC.

By: 
Name: Amy L. Webber
Title: President + CEO

CONTINUITY MANAGEMENT GROUP, L.L.C.

By: Cambridge Investment Group, LLC, Manager


By: 
Name: Amy L. Webber
Title: President + CEO

SCHEDULE A
PATENTS

NONE

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Grantor/Owner</u>	<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
Cambridge Investment Research, Inc.	CAAP®	2855821	June 22, 2004
Cambridge Investment Research, Inc.	 ®	3679495	September 8, 2009
Cambridge Investment Research, Inc.	You Control the Journey®	3679492	September 8, 2009
Cambridge Investment Research, Inc.	The Fee Experts®	3893802	December 21, 2010
Cambridge Investment Research, Inc.	Advisor Advantage	4566617	July 15, 2014
Cambridge Investment Research, Inc.	RIA Advantage	4574565	July 29, 2014
Cambridge Investment Research, Inc.	CLIC	4566618	July 15, 2014
Cambridge Investment Research, Inc.	Continuity Express	4574564	July 29, 2014
Cambridge Investment Research, Inc.	The Next Step	4465860	January 14, 2014
Cambridge Investment Research, Inc.	WealthPort	Serial Number: 85950300	January 13, 2015 App. Date

SCHEDULE C
COPYRIGHTS

NONE

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