

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blucora, Inc.		05/22/2017	Corporation: DELAWARE
H.D. Vest, Inc.		05/22/2017	Corporation: TEXAS
TaxACT, Inc.		05/22/2017	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWAZILAND

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4498626	BLUCORA
Registration Number:	4790938	LEGALACT
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
Registration Number:	4758756	VESTSUCCESS
Registration Number:	4725216	VESTVISION
Registration Number:	4868095	V4 CLIENT EXPERIENCE
Registration Number:	4702224	REINVENT YOURSELF
Registration Number:	3667993	DONATION ASSISTANT
Registration Number:	4329023	FEEL THE FREE

OP \$765.00 4498626

Property Type	Number	Word Mark
Registration Number:	3773717	FREE TO PREPARE, FREE TO PRINT, FREE TO
Registration Number:	4140501	QUICK CONVERT
Registration Number:	2394116	TAXACT
Registration Number:	3141614	TAXACT
Registration Number:	3138631	TAXACT ONLINE
Registration Number:	3764671	TAXACT TAXPAYER SUPPORT
Registration Number:	3740877	WHERE DO YOU DO YOUR TAXES?
Serial Number:	87295390	BLUPRINT
Serial Number:	87295382	BLUVEST
Serial Number:	86529660	1040 ANALYST
Serial Number:	86715278	YOU GOT THIS
Serial Number:	86715287	TAXACT
Serial Number:	86715283	X TAXACT

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F170263
NAME OF SUBMITTER:	Nora Sullivan
SIGNATURE:	/Nora Sullivan/
DATE SIGNED:	05/22/2017

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of May 22, 2017, by each person listed on Schedule 1 hereto (collectively, the “Pledgors”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 22, 2017 (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of the Secured Obligations, each Pledgor hereby pledges, hypothecates and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto (provided that no security interest shall be granted in intent-to-use trademark or service mark applications);
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security

Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower (as defined in the Security Agreement), the Collateral Agent shall execute, acknowledge, and deliver to the applicable Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUCORA, INC., as Pledgor,

By:



Name: Eric M. Emans

Title: Chief Financial Officer

H.D. VEST, INC., as Pledgor,

By:

Name: Robert D. Oros

Title: Chief Executive Officer

TAXACT, INC., as Pledgor,

By:



Name: Eric M. Emans

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

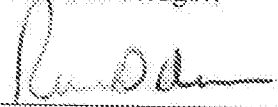
BLUCORA, INC., as Pledgor,

By:

Name: Eric M. Emans
Title: Chief Financial Officer

H.D. VEST, INC., as Pledgor,

By:



Name: Robert D. Oros
Title: Chief Executive Officer

TAXACT, INC., as Pledgor,

By:

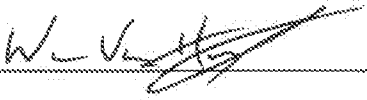
Name: Eric M. Emans
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and agreed as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by: 
Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

by: 
Name:
Title: Warren Van Heyst
Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

PLEDGORS

NAME	ADDRESS
Blucora, Inc.	6333 North State Highway 161, Suite 400 Irving, TX 75038
H.D. Vest, Inc.	6333 North State Highway 161, Suite 400 Irving, TX 75038
TaxACT, Inc.	6333 North State Highway 161, Suite 400 Irving, TX 75038

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

GRANTOR/OWNER	MARK	COUNTRY	APP. NO.	REG. NO.	FILE DATE	REG. DATE
Blucora, Inc.	BCOR	Andorra	31044	36250	10/20/2016	10/20/2016
Blucora, Inc.	BLUCORA	United States	85/578791	4498626	03/23/2012	03/18/2014
Blucora, Inc.	BLUPRINT	United States	87/295390	Pending	01/10/2017	Pending
Blucora, Inc.	BLUVEST	United States	87/295382	Pending	01/10/2017	Pending
Blucora, Inc.	LEGALACT	United States	85738227	4790938	25-Sep-2012	11-Aug-2015
H.D. Vest, Inc.	8 WEALTH MANAGEMENT ISSUES	United States	77/429724	3671163	24-Mar-2008	18-Aug-2009
H.D. Vest, Inc.	HD VEST FINANCIAL SERVICES	United States	75/025932	2047321	30-Nov-1995	25-Mar-1997
H.D. Vest, Inc.	HDVLINK	United States	75/884012	2561056	30-Dec-1999	16-Apr-2002
H.D. Vest, Inc.	MANAGING AMERICA'S FUTURE	United States	75/914249	2431408	09-Feb-2000	27-Feb-2001
H.D. Vest, Inc.	VESTADVISOR	United States	75/883958	2415760	30-Dec-1999	26-Dec-2000

GRANTOR/OWNER	MARK	COUNTRY	APP. NO.	REG. NO	FILE DATE	REG. DATE
H.D. Vest, Inc.	VESTADVISOR SELECT	United States	85/556889	4393223	29-Feb-2012	27-Aug-2013
H.D. Vest, Inc.	VESTPREMIERE	United States	75/884475	2415762	30-Dec-1999	26-Dec-2000
H.D. Vest, Inc.	THE FINANCIAL SERVICES FIRM OF TAX PROFESSIONALS	United States	85/796937	4476961	06-Dec-2012	4-Feb-2014
H.D. Vest, Inc.	1040 ANALYST	United States	86/149491	4648020	20-Dec-2013	02-Dec-2014
H.D. Vest, Inc.	1040 ANALYST	United States	86/529660	pending	10-Feb-2015	pending
H.D. Vest, Inc.	VESTSUCESS	United States	86/314466	4758756	19-Jun-2014	23-Jun-2015
H.D. Vest, Inc.	VESTVISION	United States	86/239001	4725216	01-Apr-2014	21-Apr-2015
H.D. Vest, Inc.	V4 CLIENT EXPERIENCE	United States	86/416324	4868095	07-Oct-2014	8-Dec-2015
H.D. Vest, Inc.	REINVENT YOURSELF	United States	86/086189	4702224	08-Oct-2013	17-Mar-2015
H.D. Vest, Inc.	H.D. VEST ADVISORY SERVICES	State of Idaho, United States		17068		25-Oct-2001
H.D. Vest, Inc.	H.D. VEST ADVISORY SERVICES	State of Mississippi, United States		n/a		01-Sep-2001
H.D. Vest, Inc.	H.D. VEST ADVISORY	State of North Dakota, United		17287100		01-Sep-2006

GRANTOR/OWNER	MARK	COUNTRY	APP. NO.	REG. NO.	FILE DATE	REG. DATE
H.D. Vest, Inc.	H.D. VEST INVESTMENT SERVICES	State of North Dakota, United States		17287200		01-Sep-2006
H.D. Vest, Inc.	H.D. VEST ADVISORY SERVICES	State of Ohio, United States		1651256		29-Sep-2006
H.D. Vest, Inc.	H.D. VEST ADVISORY SERVICES	State of Wyoming, United States		2001-00426584		06-Nov-2001
TaxACT, Inc.	DONATION ASSISTANT	United States	77588355	3667993	08-Oct-2008	11-Aug-2009
TaxACT, Inc.	FEEL THE FREE	United States	85451696	4329023	20-Oct-2011	30-Apr-2013
TaxACT, Inc.	FREE TO PREPARE, FREE TO PRINT, FREE TO E-FILE	United States	77611947	3773717	11-Nov-2008	6-Apr-2010
TaxACT, Inc.	QUICK CONVERT	United States	85419009	4140501	9-Sep-2011	8-May-2012
TaxACT, Inc.	TAXACT	United States	75571666	2394116	14-Oct-1998	10-Oct-2000
TaxACT, Inc.	TAXACT	United States	78695721	3141614	18-Aug-2005	12-Sep-2006
TaxACT, Inc.	TAXACT ONLINE	United States	78695693	3138631	18-Aug-2005	5-Sep-2006
TaxACT, Inc.	TAXACT TAXPAYER SUPPORT	United States	77611950	3764671	11-Nov-2008	23-Mar-2010

GRANTOR/OWNER	MARK	COUNTRY	APP. NO.	REG. NO.	FILE DATE	REG. DATE
TaxACT, Inc.	WHERE DO YOU DO YOUR TAXES?	United States	77572512	3740877	17-Sep-2008	19-Jan-2010
TaxACT, Inc.	YOU GOT THIS	United States	86715278	Pending	5-Aug-2015	Pending
TaxACT, Inc.	TaxAct Logo	United States	86715287	Pending	5-Aug-2015	Pending
TaxACT, Inc.	X TaxAct Logo	United States	86715283	Pending	5-Aug-2015	Pending