

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Professional Capital Services, LLC		09/08/2017	Limited Liability Company: PENNSYLVANIA
The Advisor Lab, LLC		09/08/2017	Limited Liability Company: PENNSYLVANIA
Fiduciary Advisors, LLC		09/08/2017	Limited Liability Company: PENNSYLVANIA
Efficient Advisors, LLC		09/08/2017	Limited Liability Company: PENNSYLVANIA

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	275 Grove Street, Suite 2-200
<b>City:</b>	Newton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02466
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4887043	RETIREMENT PLAN EFFICIENCY ANALYSIS
Registration Number:	4887042	RETIREMENT PLAN DIAGNOSTIC
Registration Number:	4887041	PLANFINDER
Registration Number:	4139424	THE ADVISOR LAB
Registration Number:	4198807	THE ADVISOR LAB
Registration Number:	5078289	MANAGEDPLAN
Registration Number:	3443300	MANAGEDPLAN
Registration Number:	2920822	YOU PICK THE FUNDS...AND WE'LL DO THE RE
Registration Number:	2939921	TPA PLUS+
Registration Number:	2919033	ADVISORPLAN
Registration Number:	3864840	PCS
Registration Number:	3864839	
Registration Number:	5078290	ADVISORTRUST
Registration Number:	4909272	EFFICIENT ADVISORS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4222284	EFFICIENT ADVISORS
Serial Number:	86085427	RETIREONTIME
Serial Number:	86133556	THE ADVISOR LAB 401(K) TOOLKIT
Serial Number:	87561257	VADMIRERW
Serial Number:	86972626	DISCIPLINED WEALTH PORTFOLIOS
Serial Number:	86972621	DISCIPLINED WEALTH STRATEGIES
Serial Number:	86667134	SMART INVESTING SIMPLIFIED
Serial Number:	86133817	FA FIDUCIARY ADVISORS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2023704750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Darlena Bari Stark

**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:** F172559

**NAME OF SUBMITTER:** Lisa A. Cobbett

**SIGNATURE:** /Lisa A. Cobbett/

**DATE SIGNED:** 09/11/2017

**Total Attachments: 7**

- source=FINAL -- Trademark Security Agreement -- PCS#page1.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page2.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page3.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page4.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page5.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page6.tif
- source=FINAL -- Trademark Security Agreement -- PCS#page7.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of September 8, 2017, is entered into by and among **PROFESSIONAL CAPITAL SERVICES, LLC**, a Pennsylvania limited liability company, **THE ADVISOR LAB, LLC**, a Pennsylvania limited liability company, **FIDUCIARY ADVISORS, LLC**, a Pennsylvania limited liability company, and **EFFICIENT ADVISORS, LLC**, a Pennsylvania limited liability company (each of the foregoing, individually, a “Grantor”, and collectively, the “Grantors”), and **SILICON VALLEY BANK** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantors and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantors, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” 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 or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by each Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, each Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by such Grantor that constitute Collateral or to effect the purposes of this Agreement.

## 3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

## 4. Counterparts

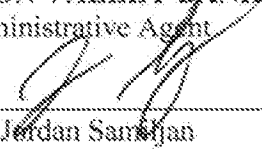
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature pages follow.]*

WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

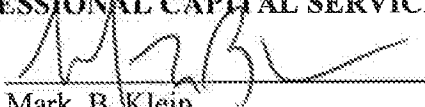
**SILICON VALLEY BANK**  
As Administrative Agent

By:   
Name: Jordan Samojan  
Title: Vice President – Sponsor Finance


Signature Page to Trademark Security Agreement

GRANTORS:

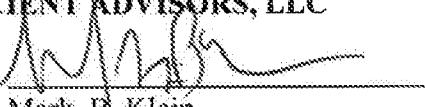
**PROFESSIONAL CAPITAL SERVICES, LLC**

By:   
Name: Mark. B. Klein  
Title: President and Chief Executive Officer


**THE ADVISOR LAB, LLC**

By:   
Name: Mark. B. Klein  
Title: President and Chief Executive Officer

**EFFICIENT ADVISORS, LLC**

By:   
Name: Mark. B. Klein  
Title: Chairman

**FIDUCIARY ADVISORS, LLC**

By:   
Name: Mark. B. Klein  
Title: Chief Executive Officer

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

GRANTOR	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
The Advisor Lab, LLC	US	RETIREONTIME	86085427	10/8/2013	n/a	n/a	Pending
The Advisor Lab, LLC	US	THE ADVISOR LAB 401(k) TOOLKIT	86133556	12/3/2013	n/a	n/a	Pending
The Advisor Lab, LLC	US	RETIREMENT PLAN EFFICIENCY ANALYSIS	86082125	10/3/2013	4887043	1/12/2016	Registered (Supplemental)
The Advisor Lab, LLC	US	RETIREMENT PLAN DIAGNOSTIC	86082120	10/3/2013	4887042	1/12/2016	Registered (Supplemental)
The Advisor Lab, LLC	US	PLANFINDER	86082113	10/3/2013	4887041	1/12/2016	Registered (Supplemental)
The Advisor Lab, LLC	US	THE ADVISOR LAB (and design)	77710644	4/9/2009	4139424	5/8/2012	Registered
The Advisor Lab, LLC	US	THE ADVISOR LAB	77708897	4/7/2009	4198807	8/28/2012	Registered
Professional Capital Services, LLC	US	MANAGEDPLAN (and design)	86133523	12/3/2013	5078289	11/8/2016	Registered
Professional Capital Services, LLC	US	MANAGEDPLAN	78956717	8/21/2006	3443300	6/3/2008	Registered (Supplemental)

GRANTOR	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Professional Capital Services, LLC	US	YOU PICK THE FUNDS... AND WE'LL DO THE REST	78352548	1/15/2004	2920822	1/25/2005	Registered
Professional Capital Services, LLC	US	TPA PLUS+	78356398	1/23/2004	2939921	4/12/2005	Registered
Professional Capital Services, LLC	US	ADVISORPLAN	78345412	12/24/2003	2919033	1/18/2005	Registered
Professional Capital Services, LLC	US	PCS	77354977	12/18/2007	3864840	10/19/2010	Registered
Professional Capital Services, LLC	US	Circle design	77354961	12/18/2007	3864839	10/19/2010	Registered
Professional Capital Services, LLC	US	ADVISORTRUST (and design)	86133789	12/3/2013	5078290	11/8/2016	Registered
Professional Capital Services, LLC	US	THE NATIONS PREMIER FIDUCIARY RETIREMENT PLATFORM	87561257	8/8/2017	n/a	n/a	Pending
EFFICIENT ADVISORS, LLC	US	DISCIPLINED WEALTH PORTFOLIOS	86972626	4/12/2016	n/a	n/a	Pending
EFFICIENT ADVISORS, LLC	US	DISCIPLINED WEALTH STRATEGIES	86972621	4/12/2016	n/a	n/a	Pending



GRANTOR	COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
EFFICIENT ADVISORS, LLC	US	SMART INVESTING SIMPLIFIED	86667134	6/18/2015	n/a	n/a	Pending (NOA issued)
EFFICIENT ADVISORS, LLC	US	EFFICIENT ADVISORS (and design)	86133848	12/3/2013	4909272	3/1/2016	Registered
EFFICIENT ADVISORS, LLC	US	EFFICIENT ADVISORS	77950855	3/4/2010	4222284	10/9/2012	Registered
Fiduciary Advisors, LLC	US	FIDUCIARY ADVISORS (and design)	86133817	12/3/2013	n/a	n/a	Pending

2166155.4