

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM442856

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TMFS Holdings, LLC		09/08/2017	Corporation: DELAWARE
Limited Liability Company: DELAWARE			
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Financial Engines, Inc.		
<b>Street Address:</b>	1050 Enterprise Way, 3rd Floor		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94089		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3764869	RETIREMENT PAYCHECK	
Registration Number:	4538419	ANNUITY OPTIMIZER	
Registration Number:	4511851	M THE MUTUAL FUND STORE	
Registration Number:	4506963	M	
Registration Number:	4506964	M	
Registration Number:	2735936	THE MUTUAL FUND STORE	
Registration Number:	4211743	MARKET REENTRY PLAN	
Registration Number:	2868079	THE MUTUAL FUND SHOW	
Registration Number:	3001986	SOMEDAY IS NOT A DAY OF THE WEEK	
Registration Number:	4044724	THE MUTUAL FUND SHOW	
Registration Number:	4156923	INVESTING SENSE	
Registration Number:	4302160	INVESTING SENSE	
Registration Number:	5080342	WE WORK HARD FOR HARDWORKING PEOPLE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9136479057		
<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>	913-647-9050		
<b>Email:</b>	cdw@hoveywilliams.com		

CH \$340.00 3764869

**Correspondent Name:** Andrew G. Colombo/Hovey Williams LLP  
**Address Line 1:** 10801 Mastin Blvd.  
**Address Line 2:** Suite 1000  
**Address Line 4:** Overland Park, KANSAS 66210

**NAME OF SUBMITTER:** Andrew G. Colombo

**SIGNATURE:** /Andrew G. Colombo/

**DATE SIGNED:** 09/12/2017

**Total Attachments: 4**

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## ASSIGNMENT

This Agreement is entered into by and between **TMFS Holdings, LLC** (hereinafter "ASSIGNOR"), a limited liability company duly organized under the laws of the State of Delaware having an address 7301 College Boulevard, Suite 220, Overland Park, Kansas 66210; and **Financial Engines, Inc.** (hereinafter "ASSIGNEE"), a corporation duly organized under the laws of the State of Delaware having an address of 1050 Enterprise Way, 3rd Floor, Sunnyvale, California 94089.

WHEREAS, ASSIGNOR has adopted, used and/or licensed the use of, and is using and/or licensing the use of a number of trademarks (hereinafter "the Marks") and has registered the Marks as United States trademark registrations (hereinafter "the Registrations"), each of which is enumerated in Exhibit A attached hereto; and

Whereas, ASSIGNEE is desirous of acquiring all right, title, and interest in, to, and under the Marks and the Registrations.

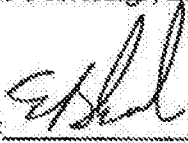
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer, unto ASSIGNEE the full and exclusive right, title and interest, throughout the world, in, to, and under the Marks and the Registrations, together with the good will of the business symbolized by the Marks and the right to sue for and collect on all claims for damages by reason of past infringement of the Marks and/or the Registrations.
2. At ASSIGNEE's request, ASSIGNOR shall provide non-monetary assistance to ASSIGNEE in registering, perfecting, enforcing or defending ASSIGNEE's rights in the Marks, including, but not limited to, execution of any necessary documents.

This Agreement is executed this 8 day of September, 2017.

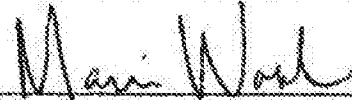
ASSIGNOR:

TMFS Holdings, LLC

By:   
Edward Bloomberg, COO

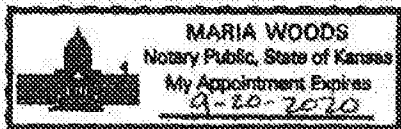
STATE OF Kansas )  
                                  ) ss.  
County of Johnson )

On this 8 day of September, 2017, before me personally appeared Edward Bloomberg, COO, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

  
Notary Public


My Commission expires:

9-20-2020  
[SEAL]




ASSIGNEE:

Financial Engines, Inc.

By:   
Lee Antone  
Executive Vice President, General Counsel

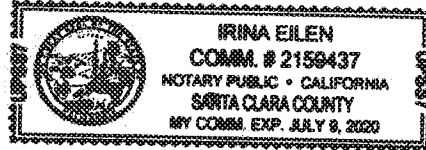
STATE OF *California* )  
                                  ) ss.  
County of *Santa Clara* )

On this 7 day of September, 2017, before me personally appeared **Lee Antone, Executive Vice President, General Counsel**, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

  
Notary Public

My Commission expires:

July 9, 2020  
[SEAL]



**EXHIBIT A**

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>ISSUE DATE</u>
3764869	RETIREMENT PAYCHECK	23-Mar-2010
4538419	ANNUITY OPTIMIZER	27-May-2014
4511851	M DESIGN WITH WORDS THE MUTUAL FUND STORE	08-Apr-2014
4506963	M DESIGN (BLACK AND WHITE)	01-Apr-2014
4506964	M DESIGN (BLUE COLOR)	01-Apr-2014
2735936	THE MUTUAL FUND STORE	15-Jul-2003
4211743	MARKET REENTRY PLAN	18-Sep-2012
2868079	THE MUTUAL FUND SHOW	27-Jul-2004
3001986	SOMEDAY IS NOT A DAY OF THE WEEK	27-Sep-2005
4044724	THE MUTUAL FUND SHOW	25-Oct-2011
4156923	INVESTING SENSE	12-Jun-2012
4302160	INVESTING SENSE	12-Mar-2013
5080342	WE WORK HARD FOR HARD WORKING PEOPLE	15-Nov-2016