

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc.		11/09/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Edelman Financial Services, LLC		
<b>Street Address:</b>	4000 Legato Road		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Fairfax		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22033		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1880034	EDELMAN FINANCIAL SERVICES	
<b>Registration Number:</b>	1949947	THE SMART PLAN	
<b>Registration Number:</b>	2248156	RIC EDELMAN	
<b>Registration Number:</b>	2297019	INSIDE PERSONAL FINANCE WITH RIC EDELMAN	
<b>Registration Number:</b>	2288935	RIC-E TRUST	
<b>Registration Number:</b>	2288936	THE RETIREMENT INCOME - FOR EVERYONE TRU	
<b>Registration Number:</b>	3123369	THE LIES ABOUT MONEY	
<b>Registration Number:</b>	4290107	EDELMAN ONLINE	
<b>Registration Number:</b>	4333987	EDELMAN MAP MANAGED ASSET PROGRAM	
<b>Registration Number:</b>	4349188	EDELMAN GUIDE TO PORTFOLIO SELECTION	
<b>Registration Number:</b>	4412097		
<b>Registration Number:</b>	4494873	THE TRUTH ABOUT MONEY	
<b>Registration Number:</b>	4756990	THE TRUTH ABOUT MONEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			

OP \$340.00 1880034

**Phone:** 800-494-5225  
**Email:** ipteam@coagencyglobal.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

<b>ATTORNEY DOCKET NUMBER:</b>	F173752 TM Rel
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<b>NAME OF SUBMITTER:</b>	Alan Delaney
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<b>SIGNATURE:</b>	/Alan Delaney/
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<b>DATE SIGNED:</b>	11/09/2017
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**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This Release of Security Interest in Trademark Rights, dated as of November 9, 2017 (the "Trademark Security Release"), is made by Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the several banks and other financial institutions (the "Lenders") party to the Credit Agreement (as defined below) (in such capacity, the "Agent"), in favor of Edelman Financial Services, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement and the Security Agreement (each, as defined below).

WHEREAS, The Edelman Financial Center, LLC, a Delaware limited liability company (the "Borrower"), certain of its domestic subsidiaries from time to time party thereto, including the Grantor (together, the "Guarantors"), Edelman Financial Holdings IV, LLC, a Delaware limited liability company, and the Agent entered into that certain Credit Agreement, dated as of December 18, 2015, pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and the other Guarantors executed and delivered a Security Agreement, dated as of December 18, 2015, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Grant of Security Interest in Trademarks agreement dated as of December 18, 2015 made by and between the Grantor and the Agent (the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 18, 2015 on Reel/Frame 5692/0413;

WHEREAS, the Obligations (as defined in the Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantor hereby agree as follows:

1. The Agent hereby releases, terminates and discharges to the Grantor (a) the Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the

Agent's other rights, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

2. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantor's expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.

3. This Trademark Security Release 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. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

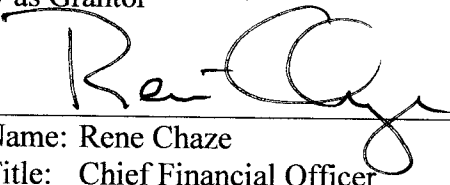
MORGAN STANLEY SENIOR FUNDING,  
INC, in its capacity as Agent under the Credit  
Agreement

By:   
Name: Mike Guttilla  
Title: Authorized Signatory

*[Signature Page to Release of Security Interest in Trademark Rights]*

Edelman Financial Services, LLC in its  
capacity as Grantor

By:

  
Name: Rene Chaze  
Title: Chief Financial Officer

*[Signature Page to Release of Security Interest in Trademark Rights]*

**TRADEMARK**  
**REEL: 006200 FRAME: 0735**

## SCHEDULE 1

### Trademark Registrations

Mark Name	Trademark Registration Number
EDELMAN FINANCIAL SERVICES	1880034
THE SMART PLAN	1949947
RIC EDELMAN	2248156
INSIDE PERSONAL FINANCE WITH RIC EDELMAN	2297019
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EDELMAN MAP MANAGED ASSET PROGRAM	4333987
EDELMAN GUIDE TO PORTFOLIO SELECTION	4349188
EDELMAN COMPASS (DESIGN)	4412097
THE TRUTH ABOUT MONEY	4494873
THE TRUTH ABOUT MONEY	4756990