

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEALTHCARE CAPITAL MANAGEMENT IP, LLC		03/29/2018	Limited Liability Company: DELAWARE
WEALTHCARE CAPITAL MANAGEMENT LLC (f/k/a Wealthcare Capital Management, Inc.)		03/29/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CRESTLINE DIRECT FINANCE, L.P.
Street Address:	201 Main Street, Suite 1900
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5098231	W
Registration Number:	4406438	COMFORT ZONE
Registration Number:	4200033	DEFY THE COMMON
Registration Number:	3780069	WEALTHCARE CAPITAL MANAGEMENT
Registration Number:	3457400	FUNDGRA+DES
Registration Number:	2676196	FINANCEWARE.COM
Registration Number:	2569489	POWERING THE FUTURE OF FINANCIAL ADVICE
Registration Number:	2676195	FINANCEWARE.COM
Registration Number:	2641729	WEALTHSIMULATOR
Registration Number:	2878021	FINANCEFILEMANAGER
Serial Number:	87599653	TRACM
Serial Number:	87575307	GDX360
Serial Number:	87515235	ZUZZEE
Serial Number:	85440673	WEALTHCARE WAY

CH \$365.00 5098231

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: James Waters
Address Line 1: 2501 N. Harwood St., 17th Floor
Address Line 2: Winston & Strawn LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	180253.00006
NAME OF SUBMITTER:	James Waters
SIGNATURE:	/James Waters by trademarkny/
DATE SIGNED:	03/29/2018

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of March 29, 2018, by WEALTHCARE CAPITAL MANAGEMENT IP, LLC, a Delaware limited liability company and WEALTHCARE CAPITAL MANAGEMENT LLC (f/k/a Wealthcare Capital Management, Inc.), a Delaware limited liability company (each, a “**Grantor**” and together the “**Grantors**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of March 29, 2018, by and among Companies, Holdings, Financeware, VMS Intermediate, the Grantors, and Agent and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Companies (the “**Loan**”); and

WHEREAS, in connection with the obligation of Agent and the Lenders to execute and perform under the Credit Agreement the Grantors shall execute and deliver this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of the Grantors when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed) (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent (for the ratable benefit of the Secured Parties) in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than unasserted contingent indemnity obligations and obligations under any Interest Rate Agreement or Currency Agreement not yet due and payable) secured hereby unconditionally and (b) the cancellation or termination of the Commitments. Upon any such termination, Agent (at each Grantor’s request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantors may reasonably request) or otherwise authorize the filing of such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of each Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any

provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

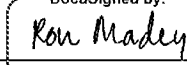
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by e-mail or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

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
IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement to be effective as of March 29, 2018.

GRANTOR:

**WEALTHCARE CAPITAL MANAGEMENT
IP, LLC**

DocuSigned by:
By: 
Name: Ron Madey
Title: President

**WEALTHCARE CAPITAL MANAGEMENT
LLC**

DocuSigned by:
By: 
Name: Walter P. Maher, IV
Title: Treasurer and Secretary

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

Description	Registration Number	Registration Date
401K employee handout Powerpoint	TX0006569773	(04/17/2007)
401k risk questionnaire & model portfolio selection	TX0006559786	(04/20/2007)
Active vs. passive management : the debate continues	TX0006559788	(04/20/2007)
The alternative to alternative classes	TX0006559789	(04/20/2007)
The Boones	TX0006584361	(06/06/2007)
Certified Wealthcare Analyst Lesson – CMA’s Are you Modeling What You Intended?	TX0006818796	(08/13/2007)
Certified Wealthcare Analyst Lesson – Designing & Presenting Recommendations	TX0006818807	(08/13/2007)
Complete guide to wealthcare	TX0006574616	(04/17/2007)
Efficiency deficiency : a hard look at how asset allocation is actually being practiced	TX0006559787	(04/20/2007)
Financeware, Inc. website	TX0006575206	(03/26/2007)
Financeware, Inc. website + graphs	VA0001403405	(03/26/2007)
The Four Pillars of Retirement Plans	TX0007063582	(12/04/2009)
Life and investing brochure	VA0001423755	(06/06/2007)
The Schmidts	TX0006584360	(06/06/2007)
Stop the Investing Rip-Off /by David B. Loeper (ISBN: 9780470448793) E.	TX0007106862	(12/10/2009)
Stop the Retirement Rip-Off, 2nd Edition by David B. Loeper	TX0007462107	(12/16/2011)
Understanding Monte Carlo simulation	TX0006559790	(04/20/2007)
Value proposition	TX0006569774	(04/17/2007)
Wealthcare capital management : website	TX0006611252	(04/17/2007)
Wealthcare capital management, website, charts & graphs	VA0001420716	(04/11/2007)
Wealthcare Case Study – The Claussens	TX0006818810	(08/13/2007)
Wealthcare Monitoring	TX0006818812	(08/13/2007)
Wealthcare presentation report	TX0006587407	(03/26/2007)
Wealthcare Profiling The Keys to the Kingdom	TX0006818875	(08/13/2007)

Description	Registration Number	Registration Date
Wealthcare status report	TX0006551760	(03/26/2007)
You and your client brochure	VA0001423754	(06/06/2007)

Pending Copyright Applications:

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents:

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
METHOD, SYSTEM AND COMPUTER PROGRAM FOR AUDITING FINANCIAL PLANS	USA	Wealthcare Capital Management IP, LLC	7/14/2009	7562040	LIVE
METHOD AND SYSTEM FOR FINANCIAL ADVISING	USA	Wealthcare Capital Management IP, LLC	7/27/2010	7765138	LIVE
METHOD AND SYSTEM FOR FINANCIAL ADVISING	USA	Wealthcare Capital Management IP, LLC	1/19/2010	7650303	LIVE
METHOD AND SYSTEM FOR FINANCIAL ADVISING	USA	Wealthcare Capital Management IP, LLC	(11/6/2009)	(12613577)	DEAD
METHOD AND SYSTEM FOR FINANCIAL ADVISING	USA	Wealthcare Capital Management IP, LLC	8/2/2011	7991675	LIVE
METHOD, SYSTEM AND COMPUTER PROGRAM FOR AUDITING FINANCIAL PLANS	Canada	Wealthcare Capital Management IP, LLC	(11/5/1999)	(2350039)	DEAD
METHOD AND SYSTEM FOR FINANCIAL ADVISING	Canada	Wealthcare Capital Management IP, LLC	(12/15/2004)	(2540003)	DEAD
METHOD AND SYSTEM FOR FINANCIAL ADVISING	Australia	Wealthcare Capital Management IP, LLC	(5/12/2010)	(2010201911)	GRANTED
METHOD AND SYSTEM FOR FINANCIAL ADVISING	Australia	Wealthcare Capital Management IP, LLC	(12/15/2004)	(2004300218)	GRANTED
INTERNET COMMUNICATIONS AND PRESENTATION SOFTWARE AND METHOD	Australia	Wealthcare Capital Management IP, LLC	(4/3/2000)	(2000040643)	GRANTED
METHOD, SYSTEM AND COMPUTER PROGRAM FOR AUDITING FINANCIAL PLANS	Australia	Wealthcare Capital Management IP, LLC	(11/5/1999)	(2000016102)	GRANTED
METHOD, SYSTEM AND COMPUTER PROGRAM FOR AUDITING FINANCIAL PLANS	New Zealand	Wealthcare Capital Management IP, LLC	5/10/2004	511555	GRANTED

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status
INTERNET COMMUNICATIONS AND PRESENTATION SOFTWARE AND METHODS	New Zealand	Wealthcare Capital Management IP, LLC	1/5/2004	512967	GRANTED
METHOD AND SYSTEM FOR FINANCIAL ADVISING	New Zealand	Wealthcare Capital Management IP, LLC	10/11/2007	546616	GRANTED
METHOD AND SYSTEM FOR FINANCIAL ADVISING	Singapore	Wealthcare Capital Management IP, LLC	8/29/2008	122091	GRANTED
METHOD AND SYSTEM FOR FINANACIAL ADVISING	European Union	Wealthcare Capital Management IP, LLC	(12/15/2004)	(04814277.2)	ABANDONED
METHOD AND APPARATUS FOR RENDERING ELECTRONIC DOCUMENTS	USA	Financeware, Inc.	(4/6/2001)	(09828631)	ABANDONED

Pending Patent Applications:

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

Current Listed Registrant	Mark	Country	Registration Date	Registration Number
Wealthcare Capital Management IP, LLC	W and Design 	USA	12/13/2016	5,098,231
Wealthcare Capital Management IP, LLC	COMFORT ZONE	USA	9/24/2013	4,406,438
Wealthcare Capital Management IP, LLC	DEFY THE COMMON	USA	8/28/2012	4,200,033
Wealthcare Capital Management IP, LLC	WEALTHCARE CAPITAL MANAGEMENT	USA	4/27/2010	3,780,069
Wealthcare Capital Management IP, LLC	FUNDGRA+DES	USA	7/1/2008	3,457,400
Wealthcare Capital Management IP, LLC	FINANCEWARE.COM and Design 	USA	1/21/2003	2,676,196
Wealthcare Capital Management IP, LLC	POWERING THE FUTURE OF FINANCIAL ADVICE	USA	5/14/2002	2,569,489
Wealthcare Capital Management IP, LLC	FINANCEWARE.COM	USA	1/21/2003	2,676,195
Wealthcare Capital Management IP, LLC	WEALTHSIMULATOR	USA	10/29/2002	2,641,729
Wealthcare Capital Management IP, LLC	FINANCEFILEMANAGER	USA	8/24/2004	2,878,021
Wealthcare Capital Management IP, LLC	DEFY THE COMMON	Canada	2/1/2013	TMA842091
Wealthcare Capital Management IP, LLC	WEALTHCARE WAY	Canada	2/1/2013	TMA842090
Financeware, Inc.	FINANCIALPLANAUDITORS	USA	1/28/2003	2,679,598

Pending Trademark Applications:

Current Listed Applicant	Mark	Country	Application Date	Application Number
Wealthcare Capital Management IP, LLC	TRACM	USA	9/7/2017	87/599,653
Wealthcare Capital Management IP, LLC	GDX360	USA	8/18/2017	87/575,307
Wealthcare Capital Management IP, LLC	WEALTHCAREGDX	USA	8/18/2017	87/515,235
Wealthcare Capital Management IP, LLC	WEALTHCARE WAY	USA	10/6/2011	85/440,673
Finaceware, Inc.	FINANCECONVERTER	USA	8/8/2000	76/105,655
Finaceware, Inc.	FINANCEPRESENT ER	USA	8/8/2000	76/105,092

SCHEDULE D
DOMAIN NAMES

Domain Name	Expiration Date	Registrar
401k-ripcoff.com	9/4/2018	Network Solutions
401k-ripcoff.net	9/4/2018	Network Solutions
401kripcoff.com	8/2/2018	Network Solutions
advisortoolbox.com	9/9/2018	Network Solutions
cnbcadvisor.com	9/12/2018	Network Solutions
defythecommon.com	10/5/2018	Network Solutions
defythecommon.tv	10/5/2018	Network Solutions
financefilemanager.com	4/25/2018	Network Solutions
financeware.biz	11/9/2018	Network Solutions
financeware.cc	6/19/2018	Network Solutions
financeware.com	10/18/2018	Network Solutions
financeware.info	10/31/2018	Network Solutions
financeware.org	6/19/2018	Network Solutions
financeware.us	6/18/2018	Network Solutions
financewear.com	5/31/2018	Network Solutions
financialplanauditors.com	7/26/2018	Network Solutions
freefinanceware.biz	10/19/2018	Network Solutions
freefinanceware.com	10/19/2018	Network Solutions
freefinanceware.info	10/19/2018	Network Solutions
freefinanceware.mobi	10/19/2018	Network Solutions
freefinanceware.net	10/19/2018	Network Solutions
freefinanceware.org	10/19/2018	Network Solutions
freefinanceware.tv	10/19/2018	Network Solutions
freefinanceware.us	10/19/2018	Network Solutions
freefinanceware.us.com	10/19/2018	Network Solutions
freewealthcare.biz	10/19/2018	Network Solutions
freewealthcare.com	10/19/2018	Network Solutions
freewealthcare.info	10/19/2018	Network Solutions
freewealthcare.mobi	10/19/2018	Network Solutions
freewealthcare.net	10/19/2018	Network Solutions
freewealthcare.org	10/19/2018	Network Solutions
freewealthcare.tv	10/19/2018	Network Solutions
freewealthcare.us	10/19/2018	Network Solutions
freewealthcare.us.com	10/19/2018	Network Solutions
fundgrade.com	7/31/2018	Network Solutions
fundgrades.com	7/31/2018	Network Solutions
fundgrades.net	7/22/2018	Network Solutions
fundgrading.com	4/18/2019	Network Solutions
fundgrading.net	4/18/2019	Network Solutions
gdx360.com	8/22/2018	Name Silo
gradefunds.com	4/12/2018	Network Solutions

gradefunds.info	4/7/2019	Network Solutions
gradefunds.net	4/12/2019	Network Solutions
gradefunds.org	4/12/2019	Network Solutions
modernportfolioreality.com	1/26/2019	Network Solutions
mutualfundgrading.com	4/18/2018	Network Solutions
mutualfundgrading.net	4/18/2018	Network Solutions
net-meet.biz	10/10/2018	Network Solutions
net-meet.com	4/27/2018	Network Solutions
net-meet.info	10/11/2018	Network Solutions
net-meet.us	10/10/2018	Network Solutions
onlineplanninginc.com	7/26/2018	Network Solutions
planaudit.com	7/26/2018	Network Solutions
retirementripoff.biz	6/26/2018	Network Solutions
retirementripoff.com	6/27/2018	Network Solutions
retirementripoff.net	6/27/2018	Network Solutions
retiringfinancialadvisors.com	2/3/2019	Network Solutions
retiringfinancialadvisors.net	2/3/2019	Network Solutions
stopthe401kripoff.com	8/2/2018	Network Solutions
thepillarsofretirement.com	3/12/2019	Network Solutions
tryfinaceware.biz	10/19/2018	Network Solutions
tryfinaceware.com	10/19/2018	Network Solutions
tryfinaceware.info	10/19/2018	Network Solutions
tryfinaceware.mobi	10/19/2018	Network Solutions
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tryfinaceware.tv	10/19/2018	Network Solutions
tryfinaceware.us	10/19/2018	Network Solutions
tryfinaceware.us.com	10/19/2018	Network Solutions
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trywealthcare.com	10/19/2018	Network Solutions
trywealthcare.info	10/19/2018	Network Solutions
trywealthcare.mobi	10/19/2018	Network Solutions
trywealthcare.net	10/19/2018	Network Solutions
trywealthcare.org	10/19/2018	Network Solutions
trywealthcare.tv	10/19/2018	Network Solutions
trywealthcare.us	10/19/2018	Network Solutions
trywealthcare.us.com	10/19/2018	Network Solutions
unitedmanagedhousehold.com	5/2/2018	Network Solutions
unitedmanagedhousehold.net	5/2/2018	Network Solutions
wcadvisers.com	9/26/2018	Network Solutions
wcapartners.com	8/28/2018	Network Solutions
wcm-research.com	7/16/2018	Network Solutions
wcretire.com	1/12/2019	Network Solutions
wealthcare.tv	10/5/2018	Network Solutions
wealthcareadvisorypartners.com	8/28/2018	Network Solutions
wealthcarecapital.biz	7/8/2018	Network Solutions
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wealthcarecapital.tv	10/5/2018	Network Solutions
wealthcarecapitaladvisors.com	9/26/2018	Network Solutions
wealthcarecapitalmanagement.biz	7/8/2018	Network Solutions
wealthcarecapitalmanagement.com	7/8/2018	Network Solutions

wealthcarecapitalmanagement.net	7/8/2018	Network Solutions
wealthcaregdx.com	8/15/2018	Network Solutions
wealthcaremanagement.biz	7/8/2018	Network Solutions
wealthcaremanagement.com	7/8/2018	Network Solutions
wealthcaremanagement.net	7/8/2018	Network Solutions
wealthcaremap.biz	3/25/2019	Network Solutions
wealthcaremap.com	3/25/2019	Network Solutions
wealthcaremap.info	3/25/2019	Network Solutions
wealthcaremap.mobi	3/25/2019	Network Solutions
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wealthcaremap.org	3/25/2019	Network Solutions
wealthcaremap.tv	3/25/2019	Network Solutions
wealthcaremap.us	3/25/2019	Network Solutions
wealthcaremap.us.com	3/25/2019	Network Solutions
wealthcaremgmt.com	7/8/2018	Network Solutions
wealthcaremgmt.net	7/8/2018	Network Solutions
wealthcarepartners.com	8/30/2018	Network Solutions
wealthcarepartnerstn.com	12/7/2018	Network Solutions
wealthcareus.com	3/3/2019	Network Solutions
wealthcareusa.com	3/3/2019	Network Solutions
wealthcareway.com	5/2/2019	Network Solutions
wealthcareway.net	5/2/2019	Network Solutions
wealthcarewayjournal.com	6/10/2018	Network Solutions
wealthcarewayjournal.org	6/10/2018	Network Solutions
wealthcarewms.com	11/1/2018	Network Solutions
wealthsimulator.biz	6/18/2018	Network Solutions
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wealthsimulator.us	6/18/2018	Network Solutions