

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WISDOMTREE INVESTMENTS, INC.		04/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3151954	WISDOMTREE	
Registration Number:	3209803	DIVIDEND STREAM	
Registration Number:	3727417		
Serial Number:	87388822	BUILT FOR PERFORMANCE	
Serial Number:	87388826	WISDOMTREE	
Serial Number:	87388829	REDEFINING ACTIVE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	MELONY SOT		
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:	F176512 TM		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		

OP \$165.00 3151954

DATE SIGNED:	04/11/2018
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated April 11, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of April 11, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among WISDOMTREE INVESTMENTS, INC., a Delaware corporation (the “U.S. Borrower”), WISDOMTREE INTERNATIONAL GROUP, INC., a Delaware corporation (“U.S. Midco”), WISDOMTREE INTERNATIONAL HOLDINGS LTD, a private limited company incorporated under the laws of England and Wales with registered number 11046784 and a direct Subsidiary of U.S. Midco (the “English Borrower” and together with the U.S. Borrower, each a “Borrower” and collectively, the “Borrowers”), CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent, L/C Issuer and Lender and each L/C Issuer and Lender from time to time party thereto, (ii) each Secured Hedge Agreement, and (iii) each Treasury Services Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the Credit Agreement, the Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and/or Treasury Services Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or in such Treasury Services Agreement, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Banks to enter into and/or maintain such Secured Hedge Agreements and/or Treasury Services Agreements, each Grantor has executed and delivered that certain U.S. Security Agreement dated April 11, 2018, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

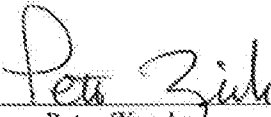
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

WISDOMTREE INVESTMENTS, INC., as the Grantor

By 
Name: Peter Ziemba
Title: Executive Vice President


[Signature to Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0657

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


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

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE A

U.S. Trademarks:


Grantor	Mark	Status	Application No.	Application Filing Date	Registration No.	Registration Date
WisdomTree Investments, Inc.	WISDOMTREE	Live	78515230	11/11/04	3151954	10/3/06
	DIVIDEND STREAM	Live	78529770	12/9/04	3209803	2/13/07
		Live	77621675	11/25/08	3727417	12/22/09
	BUILT FOR PERFORMANCE	Live	87388822	3/28/17	N/A	N/A
	WISDOMTREE	Live	87388826	3/28/17	N/A	N/A
	REDEFINING ACTIVE	Live	87388829	3/28/17	N/A	N/A

International Trademarks:

Grantor	Mark	Country	Status	Application No.	Application Filing Date	Registration No.	Registration Date
WisdomTree Investments, Inc.	BUILT FOR PERFORMANCE	Australia	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Brazil	Live	913455113	9/17/17	N/A	N/A
	BUILT FOR PERFORMANCE	Brazil	Live	913455377	9/17/17	N/A	N/A
	BUILT FOR PERFORMANCE	Canada	Live	1858995	9/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Chile	Live	1268106	9/28/17	N/A	N/A
	BUILT FOR PERFORMANCE	China	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Colombia	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Costa Rica	Live	2017000941	9/25/17	N/A	N/A

Grantor	Mark	Country	Status	Application No.	Application Filing Date	Registration No.	Registration Date
	PERFORMANCE			2			
	BUILT FOR PERFORMANCE	European Union	Live	A0069353	8/22/17	1379953	8/22/17
	BUILT FOR PERFORMANCE	Israel	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Japan	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Korea	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Mexico	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Panama	Live	261150-01	9/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	Peru	Live	721731-2017	9/25/17	104871	12/27/17
	BUILT FOR PERFORMANCE	Singapore	Live	A0069353	8/22/17	N/A	N/A
	BUILT FOR PERFORMANCE	WIPO	Live	A0069353	8/22/17	1379953	8/22/17
	REDEFINING ACTIVE	Australia	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Brazil	Live	913455881	9/26/17	N/A	N/A
	REDEFINING ACTIVE	Brazil	Live	913455717	9/26/17	N/A	N/A
	REDEFINING ACTIVE	Canada	Live	1858994	9/22/17	N/A	N/A
	REDEFINING ACTIVE	Chile	Live	1268107	9/28/17	N/A	N/A
	REDEFINING ACTIVE	China	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Colombia	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Costa Rica	Live	2017000941 3	9/25/17	N/A	N/A
	REDEFINING ACTIVE	European Union	Live	A0069354	8/22/17	1380616	8/22/17
	REDEFINING ACTIVE	Israel	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Japan	Live	A0069354	8/22/17	N/A	N/A

Grantor	Mark	Country	Status	Application No.	Application Filing Date	Registration No.	Registration Date
WisdomTree Investments, Inc.	REDEFINING ACTIVE	Korea	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Mexico	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	Panama	Live	261149-01	9/22/17	N/A	N/A
	REDEFINING ACTIVE	Peru	Live	721733-2017	9/25/17	104917	12/28/17
	REDEFINING ACTIVE	Singapore	Live	A0069354	8/22/17	N/A	N/A
	REDEFINING ACTIVE	WIPO	Live	A0069354	8/22/17	1380616	8/22/17
	WISDOMTREE	Australia	Live	A0069355	8/22/17	N/A	N/A
	WISDOMTREE	Australia	Live	856172	5/6/05	856172	5/6/05
	WISDOMTREE	Brazil	Live	913455885	9/26/17	N/A	N/A
	WISDOMTREE	Canada	Live	1858996	9/22/17	N/A	N/A
	WISDOMTREE	Canada	Live	1256848	5/6/05	TMA724530	9/25/08
	WISDOMTREE	Chile	Live	1268111	9/28/17	N/A	N/A
	WISDOMTREE	China	Live	A0069355	8/22/17	N/A	N/A
	WISDOMTREE	China	Live	856172	5/6/05	856172	5/6/05
	WISDOMTREE	Colombia	Live	A0069355	8/22/17	N/A	N/A
	WISDOMTREE	Costa Rica	Live	2017000941 4	9/25/17	N/A	N/A
	WISDOMTREE	European Union	Live	A0069355	8/22/17	1378551	8/22/17
	WISDOMTREE	European Union	Live	856172	5/6/05	856172	5/6/05
	WISDOMTREE	Hong Kong	Live	856172	5/6/05	300416565	5/7/05
	WISDOMTREE	Israel	Live	A0069355	8/22/17	N/A	N/A
WISDOMTREE	Japan	Live	A0069355	8/22/17	N/A	N/A	
WISDOMTREE	Japan	Live	856172	5/6/05	856172	5/6/05	
WISDOMTREE	Korea	Live	A0069355	8/22/17	N/A	N/A	
WISDOMTREE	Korea	Live	856172	5/6/05	856172	5/6/05	
WISDOMTREE	Mexico	Live	A0069355	8/22/17	N/A	N/A	
WISDOMTREE	Panama	Live	261150-01	9/22/17	N/A	N/A	
WISDOMTREE	Peru	Live	721732-2017	9/25/17	104900	12/27/17	
WISDOMTREE	Singapore	Live	A0069355	8/22/17	N/A	N/A	
WISDOMTREE	Singapore	Live	856172	5/6/05	856172	5/6/05	

Grantor	Mark	Country	Status	Application No.	Application Filing Date	Registration No.	Registration Date
	WISDOMTREE	WIPO	Live	A0069355	8/22/17	1378551	8/22/17
	WISDOMTREE	WIPO	Live	856172	5/6/05	856172	5/6/05
	WISDOMTREE DIEFA	Australia	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	China	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	European Union	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	Hong Kong	Live	861140	9/8/05	300493821	9/13/05
	WISDOMTREE DIEFA	Japan	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	Korea	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	Singapore	Live	861140	9/8/05	861140	9/8/05
	WISDOMTREE DIEFA	WIPO	Live	861140	9/8/05	861140	9/8/05
	WISESHARES	European Union	Live	864272	9/8/05	864272	9/8/05
	WISESHARES	Hong Kong	Live	864272	9/8/05	300493830	9/13/05
	WISESHARES	Korea	Live	864272	9/8/05	864272	9/8/05
	WISESHARES	WIPO	Live	864272	9/8/05	864272	9/8/05
		Canada	Live	1880350	1/30/18	N/A	N/A
	WISDOMTREE U.S. QUALITY DIVIDEND GROWTH VARIABLY HEDGED INDEX ETF	Canada	Live	1810631	11/22/16	N/A	N/A
	WISDOMTREE U.S. HIGH DIVIDEND VARIABLY HEDGED INDEX ETF	Canada	Live	1810633	11/22/16	N/A	N/A
	WISDOMTREE INTERNATIONAL QUALITY DIVIDEND GROWTH VARIABLY	Canada	Live	1810632	11/22/16	N/A	N/A

Grantor	Mark	Country	Status	Application No.	Application Filing Date	Registration No.	Registration Date
	HEDGED INDEX ETF VARIABLELY HEDGED	Canada	Live	1838484	5/18/17	N/A	N/A