

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482793

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edelman Financial Services, LLC		07/19/2018	Limited Liability Company: DELAWARE
Financial Engines, Inc.		07/19/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1880034	EDELMAN FINANCIAL SERVICES
Registration Number:	2297019	INSIDE PERSONAL FINANCE WITH RIC EDELMAN
Registration Number:	2248156	RIC EDELMAN
Registration Number:	2288935	RIC-E TRUST
Registration Number:	2288936	THE RETIREMENT INCOME - FOR EVERYONE TRU
Registration Number:	1949947	THE SMART PLAN
Registration Number:	4494873	THE TRUTH ABOUT MONEY
Registration Number:	4756990	THE TRUTH ABOUT MONEY
Registration Number:	4333987	EDELMAN MAP MANAGED ASSET PROGRAM
Registration Number:	3123369	THE LIES ABOUT MONEY
Registration Number:	4349188	EDELMAN GUIDE TO PORTFOLIO SELECTION
Registration Number:	4290107	EDELMAN ONLINE
Registration Number:	4412097	
Registration Number:	5365673	BECAUSE MONEY DOESN'T COME WITH INSTRUCT
Registration Number:	2177630	FINANCIAL ENGINES
Registration Number:	2243063	FINANCIAL ENGINES
Registration Number:	2538055	INVESTOR CENTRAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2735936	THE MUTUAL FUND STORE
Registration Number:	2868079	THE MUTUAL FUND SHOW
Registration Number:	3001986	SOMEDAY IS NOT A DAY OF THE WEEK
Registration Number:	3546894	SMART401K
Registration Number:	3655807	RETIREMENT HELP FOR LIFE
Registration Number:	3684269	
Registration Number:	3764869	RETIREMENT PAYCHECK
Registration Number:	4156923	INVESTING SENSE
Registration Number:	4211743	MARKET REENTRY PLAN
Registration Number:	4302160	INVESTING SENSE
Registration Number:	4506963	M
Registration Number:	4506964	M
Registration Number:	4538419	ANNUITY OPTIMIZER
Registration Number:	5080342	WE WORK HARD FOR HARDWORKING PEOPLE.
Registration Number:	5451212	FINANCIAL ENGINES
Registration Number:	5451213	FE
Serial Number:	86892351	EDELMAN FINANCIAL SERVICES: AMERICA'S FI
Serial Number:	86892353	EDELMAN FINANCIAL: AMERICA'S FINANCIAL P
Serial Number:	86945369	BECAUSE MONEY DOESN'T COME WITH INSTRUCT
Serial Number:	87620681	EDELMAN FINANCIAL
Serial Number:	87495971	FE
Serial Number:	87712546	FIN ENGINES
Serial Number:	87830665	NEVER IDLE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

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: F178184 1L TM IPSA

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 07/20/2018

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of July 19, 2018, among the Persons listed on the signature pages hereof (the “Grantors”), and **MORGAN STANLEY SENIOR FUNDING, INC.**, as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of July 19, 2018 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Security Agreement”), among **EDELMAN FINANCIAL HOLDINGS IV, LLC**, Delaware limited liability company, as Holdings (“Holdings”), initially **EDELMAN FINANCIAL HOLDINGS II, INC.**, a Delaware corporation (“Holdings II”), in its capacity as the initial Borrower, whose rights and obligations herein, after giving effect to the Merger, the Contributions and the Assignment, will be assigned to and assumed by **THE EDELMAN FINANCIAL CENTER, LLC**, a Delaware limited liability company, as the Borrower (the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in First Lien Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.10 of the First Lien Credit Agreement shall apply to this First Lien Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the First Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this First Lien Trademark Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth in Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this First Lien Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this First Lien Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the First Lien 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 First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien Trademark Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed by one or more of the parties to this First Lien Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this First Lien Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the First Lien Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the First Lien Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien Trademark Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

EDELMAN FINANCIAL SERVICES, LLC

By: 
Name: William P. Hayes
Title: General Counsel and Secretary

FINANCIAL ENGINES, INC.


By: _____
Name: Lewis Antone, Jr.
Title: Executive Vice President, General Counsel
and Secretary

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

EDELMAN FINANCIAL SERVICES, LLC

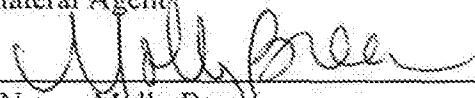
By: _____
Name: William P. Hayes
Title: General Counsel and Secretary

FINANCIAL ENGINES, INC.

By:  _____
Name: Lewis Antone, Jr.
Title: Executive Vice President, General Counsel
and Secretary

{Signature Page to First Lien Trademark Security Agreement}

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agents

By: 
Name: Molly Breen
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006386 FRAME: 0614

SCHEDULE A TO THE
FIRST LIEN TRADEMARK
SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	App. No.	Trademark No.	Owner
Edelman Financial Services	74415298	1,880,034	Edelman Financial Services, LLC
Inside Personal Finance with Ric Edelman	75512845	2,297,019	Edelman Financial Services, LLC
Ric Edelman	75282991	2,248,156	Edelman Financial Services, LLC
Ric-E Trust	75543313	2,288,935	Edelman Financial Services, LLC
The Retirement Income-For Everyone Trust	75543323	2,288,936	Edelman Financial Services, LLC
The Smart Plan	74425397	1,949,947	Edelman Financial Services, LLC
The Truth About Money	86027475	4,494,873	Edelman Financial Services, LLC
The Truth About Money	86196412	4,756,990	Edelman Financial Services, LLC
Edelman MAP Managed Asset Program	85678136	4,333,987	Edelman Financial Services, LLC
The Lies About Money	78682983	3,123,369	Edelman Financial Services, LLC
The Edelman Guide to Portfolio Selection	85693741	4,349,188	Edelman Financial Services, LLC
Edelman Online	85506320	4,290,107	Edelman Financial Services, LLC
Edelman Compass Design (Design Only)	85693803	4,412,097	Edelman Financial Services, LLC
EDELMAN FINANCIAL SERVICES: AMERICA'S FINANCIAL PLANNING FIRM	86892351	N/A	Edelman Financial Services, LLC
EDELMAN FINANCIAL: AMERICA'S FINANCIAL PLANNING FIRM	86892353	N/A	Edelman Financial Services, LLC
BECAUSE MONEY DOESN'T COME WITH INSTRUCTIONS	86945369	N/A	Edelman Financial Services, LLC
EDELMAN FINANCIAL	87620681	N/A	Edelman Financial Services, LLC
BECAUSE MONEY DOESN'T COME WITH INSTRUCTIONS	86983323	5,365,673	Edelman Financial Services, LLC
FINANCIAL ENGINES	75977267	2,177,630	Financial Engines, Inc.
FINANCIAL ENGINES	75110862	2,243,063	Financial Engines, Inc.
INVESTOR CENTRAL	76185648	2,538,055	Financial Engines, Inc.
THE MUTUAL FUND STORE	76288465	2,735,936	Financial Engines, Inc.
THE MUTUAL FUND SHOW	76444039	2,868,079	Financial Engines, Inc.

Trademark	App. No.	Trademark No.	Owner
SOMEDAY IS NOT A DAY OF THE WEEK	78477051	3,001,986	Financial Engines, Inc.
SMART401K	78378770	3,546,894	Financial Engines, Inc.
RETIREMENT HELP FOR LIFE	77560492	3,655,807	Financial Engines, Inc.
[Design Only]	77573313	3,684,269	Financial Engines, Inc.
RETIREMENT PAYCHECK	77632431	3,764,869	Financial Engines, Inc.
INVESTING SENSE	85391795	4,156,923	Financial Engines, Inc.
MARKET REENTRY PLAN	85414304	4,211,743	Financial Engines, Inc.
INVESTING SENSE	85391794	4,302,160	Financial Engines, Inc.
M	85793376	4,506,963	Financial Engines, Inc.
M	85793386	4,506,964	Financial Engines, Inc.
ANNUITY OPTIMIZER	85639631	4,538,419	Financial Engines, Inc.
WE WORK HARD FOR HARDWORKING PEOPLE.	86671901	5,080,342	Financial Engines, Inc.
FE	87495971	N/A	Financial Engines, Inc.
FIN ENGINES	87712546	N/A	Financial Engines, Inc.
NEVER IDLE	87830665	N/A	Financial Engines, Inc.
FINANCIAL ENGINES	87495945	5,451,212	Financial Engines, Inc.
FE	87576855	5,451,213	Financial Engines, Inc.