

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMT Solutions, LLC		01/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88061970	FINANCIAL EDUCATORS NETWORK	
Serial Number:	88061977	FINANCIAL EDUCATORS NETWORK	
Serial Number:	88061981	FINANCIAL EDUCATORS NETWORK	
Registration Number:	5573996	WEALTH CREATION TODAY	
Registration Number:	4018115	REJUVENATE YOUR RETIREMENT	
Registration Number:	2950339	RETIREMENT PLANNING TODAY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		

OP \$165.00 88061970

DATE SIGNED:	01/15/2019
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Total Attachments: 8

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FMT Solutions, LLC)**

This Intellectual Property Security Agreement is entered into as of January 15, 2019 by and between COMERICA BANK ("Bank") and FMT SOLUTIONS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and FMT Holdings, LLC, a Delaware limited liability company ("Holdings," and together with Grantor, the "Borrowers" and each, a "Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and related documents. Capitalized terms used herein are used as defined in the Loan Agreement, or if not defined therein, in the Security Agreement (as defined below).

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement or their respective Security Agreement (defined below), as applicable.

C. Pursuant to the terms of the Security Agreement dated the date hereof by Grantor in favor of Bank, (as it may be amended from time to time, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Borrower's obligations under the Loan Documents. Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Borrower's obligations under the Loan Documents. Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding, in each case, any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank, or any of its successors or assigns, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature page follows]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Corridor Capital, LLC
12400 Wilshire Blvd., Suite 645
Los Angeles, CA 90025
Attention: Mr. Cameron Reilly

FMT SOLUTIONS, LLC

By: 
Cameron Reilly
Title: Vice President

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

c/o Corridor Capital, LLC
12400 Wilshire Blvd., Suite 645
Los Angeles, CA 90025
Attention: Mr. Cameron Reilly

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

FMT SOLUTIONS, LLC

By: _____
Cameron Reilly
Title: Vice President

BANK:

COMERICA BANK


By:  _____ Jalal Tuby
Title: Vice President

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
Lifetime income strategies instructor presentation and script	TXu001908297	4/23/14
Lifetime income strategies workbook	TX0007908840	4/23/14
Rejuvenate your retirement 2013 instructor presentation and script	TXu001908300	4/23/14
Rejuvenate your retirement 2013 workbook	TX0007919415	4/28/14
Rejuvenate your retirement instructor presentation and script	TXu001908349	4/23/14
Rejuvenate your retirement workbook	TX0007540919	5/7/12
Retirement planning today 2007 workbook	TX0007540922	5/7/12
Retirement planning today 2011 instructor presentation and script	TXu001908340	4/23/14
Retirement planning today 2011 workbook	TX0007534335	5/7/12
Retirement planning today 2013 instructor presentation and script	TXu001908342	4/23/14
Retirement planning today 2013 workbook	TX0007920132	4/28/14
Retirement planning today flyer	TX0007053061	1/27/10
Retirement planning today instructor presentation and script	TXu001908346	4/23/14
Retirement planning today workbook	TX0007534326	5/7/12
Rejuvenate your retirement	TX0007499808	11/18/11
RPT retirement education resource brochure	TXu001927370	10/30/14
Rejuvenate your workbook / by FMT Solutions, Inc.	TX0005954427	5/5/2014
Retirement planning today attendee workbook (2018 Edition)	TXu002099042	5/22/2018
Retirement planning today brochure invitation (2018 Edition)	TXu002100772	5/22/2018
Retirement planning today instruction presentation and script (2018 Edition)	TXu002099049	5/22/2018

Wealth creation today attendee workbook (2018 Edition)	TXu002099065	5/22/2018
Wealth creation today brochure invitation (2018 Edition)	TXu002099060	5/22/2018
Wealth creation today instructor presentation and script (2018 Edition)	TXu002099053	5/22/2018
Rejuvenate your retirement attendee workbook (2018 Edition)	TXu002099012	5/22/2018
Rejuvenate your retirement instructor presentation and script (2018 Edition)	TXu002099020	5/22/2018
Rejuvenate Your Retirement Brochure Invitation (2018 Edition)	TXu002119144	5/22/2018

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks & Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
FINANCIAL EDUCATORS NETWORK & Design 	88061970	8/1/2018	--	--	Response to non-final Office Action due 5/24/2019; likelihood of confusion refusal (cited reg. nos. 2525532 for "FINANCIAL EDUCATION NETWORK" and 4402420 for "THE EDUCATOR'S NETWORK")
FINANCIAL EDUCATORS NETWORK & Design 	88061977	8/1/2018	--	--	Response to non-final Office Action due 5/24/2019; likelihood of confusion refusal (cited reg. no. 1985844 for "THE EDUCATOR'S NETWORK")
FINANCIAL EDUCATORS NETWORK & Design 	88061981	8/1/2018	--	--	Response to non-final Office Action due 5/24/2019; request for disclaimer of "FINANCIAL EDUCATORS NETWORK"
WEALTH CREATION TODAY	87762943	1/19/2018	5573996	10/2/2018	
REJUVENATE YOUR RETIREMENT	85072140	6/25/2010	4018115	8/30/2011	
RETIREMENT PLANNING TODAY	78333354	11/25/2003	2950339	5/10/2005	Renewed