

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCS RETIREMENT, LLC		07/29/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3443300	MANAGEDPLAN	
Registration Number:	3864840	PCS	
Registration Number:	3864839		
Registration Number:	2920822	YOU PICK THE FUNDS...AND WE'LL DO THE RE	
Registration Number:	2939921	TPA PLUS+	
Registration Number:	2919033	ADVISORPLAN	
Registration Number:	5078289	MANAGEDPLAN	
Registration Number:	5078290	ADVISORTRUST	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	27292-598		

CH \$215.00 3443300

NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	08/13/2019
Total Attachments: 6 source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page1.tif source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page2.tif source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page3.tif source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page4.tif source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page5.tif source=1 - Closing Copy - First Supplement to Trademark Security Agreement - PCS#page6.tif	

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This First Supplement to Trademark Security Agreement (this “*Supplement*”) is made as of July 29, 2019, by and between **PCS RETIREMENT, LLC** (f/k/a PROFESSIONAL CAPITAL SERVICES, LLC), a Pennsylvania limited liability company, **FIDUCIARY ADVISORS, LLC**, a Pennsylvania limited liability company, **THE ADVISOR LAB, LLC**, a Pennsylvania limited liability company, **EFFICIENT ADVISORS, LLC**, a Pennsylvania limited liability company (each and together, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK**, as Administrative Agent for itself and other secured parties (in such capacity, the “*Assignee*”).

WHEREAS, Grantor executed and delivered a Trademark Security Agreement, dated September 8, 2017 and recorded on September 11, 2017 at Reel 6151, Frame 0916 (as amended of record from time to time hereinafter, the “*Agreement*”) in favor of the Assignee, pursuant to which Grantor pledged, assigned and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, Grantor developed or acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions**. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. **Supplement to Schedule A**. Schedule A to the Agreement is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. **Miscellaneous**:
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the Secured Obligations contained therein.
 - b. This Supplement and the Agreement cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.
 - c. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
 - d. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts, and all of said counterparts

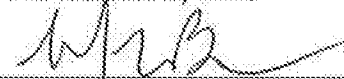
taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Supplement by electronic transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

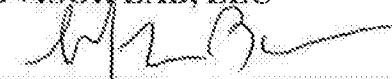
IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

GRANTOR:


PCS RETIREMENT, LLC

By: 
Name: MARK B. KLEIN
Title: CEO


THE ADVISOR LAB, LLC

By: 
Name: MARK B. KLEIN
Title: CEO

EFFICIENT ADVISORS, LLC

By: 
Name: MARK B. KLEIN
Title: CHAIRMAN

FIDUCIARY ADVISORS, LLC

By: 
Name: MARK B. KLEIN
Title: CEO

Acknowledged and Accepted:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Jordan Samiljan

Title: Director

[Signature Page to First Supplement to Trademark Security Agreement]

TRADEMARK
REEL: 006719 FRAME: 0465

SCHEDULE A-1

TRADEMARKS

Registered Trademark Applications

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	3,443,300	6/3/2008	2/21/2005	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	MANAGEDPLAN
US	3,864,840	10/19/2010	12/18/2007	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	PCS
US	3,864,839	10/19/2010	12/18/2007	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	LOGO
US	2,920,822	1/23/2005	1/15/2004	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	YOU PICK THE FUNDS AND WE'LL DO THE REST
US	2,938,821	4/13/2005	1/23/2004	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	TPA Plus+
US	2,919,833	1/18/2005	12/24/2003	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	AdvisorPlan
US	5,078,289	11/18/2016	12/3/2013	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	MANAGEDPLAN & Design
US	4,138,424	5/8/2012	4/9/2009	THE ADVISOR LAB, LLC	THE ADVISOR LAB
US	4,887,041	1/12/2016	10/3/2013	THE ADVISOR LAB, LLC	PLANFINDER
US	4,887,042	1/12/2016	10/3/2013	THE ADVISOR LAB, LLC	RETIREMENT PLAN DIAGNOSTIC
US	4,887,043	1/12/2016	10/3/2013	THE ADVISOR LAB, LLC	RETIREMENT PLAN EFFICIENCY ANALYSIS
US	5,078,290	11/18/2016	12/3/2013	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	ADVISORTRUST & DESIGN
US	4,271,284	10/9/2012	3/4/2010	EFFICIENT ADVISORS, LLC	EFFICIENT ADVISORS
US	4,808,272	3/1/2016	12/3/2013	EFFICIENT ADVISORS, LLC	EFFICIENT ADVISORS & DESIGN
US	5,317,534	10/24/2017	6/18/2015	EFFICIENT ADVISORS, LLC	SMART INVESTING SIMPLIFIED
US	5,324,034	10/31/2017	12/3/2013	FIDUCIARY ADVISORS, LLC	FIDUCIARY ADVISORS & DESIGN

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
US	87/656,326	10/23/2017	EFFICIENT ADVISORS, LLC	DISCIPLINED WEALTH STRATEGIES
US	87/656,385	10/23/2017	EFFICIENT ADVISORS, LLC	DISCIPLINED WEALTH PORTFOLIOS
US	86/667,086	6/18/2015	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	NEXT GENERATION RETIREMENT PLAN
US	86/667,120	6/18/2015	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	NEXT GENERATION RETIREMENT PROGRAM
US	87/561,259	8/8/2017	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	THE NATION'S PREMIER FIDUCIARY RETIREMENT PLATFORM
US	87/626,074	9/28/2017	PCS RETIREMENT, LLC (formerly Professional Capital Services, LLC)	(k)knowledge
US	86/985,427	10/8/2013	THE ADVISOR LAB, LLC	RETIREONTIME

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