

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Facet Wealth, Inc.	FORMERLY OneK Financial, Inc.	09/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88448737	FACET UNPLUGGED	
Serial Number:	88439413	FACET	
Serial Number:	88436571	THE FACET WAY	
Serial Number:	88364794	FACET WEALTH, IT'S POSSIBLE	
Serial Number:	88110939	FACET FINANCIAL LIFE MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	09/30/2019		
Total Attachments: 3			
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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this “**Supplement**”) is made as of the 30th day of September, 2019, by **FACET WEALTH, INC.**, a Delaware corporation (f/k/a OneK Financial, Inc., a Delaware corporation) (the “**Grantor**”), in favor of **SILICON VALLEY BANK**, a California corporation (the “**Bank**”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of November 5, 2018 (as amended and of record from time to time hereinafter, the “**Grant**”) in favor of the Bank, pursuant to which the Grantor granted a security interest in certain Trademarks (as defined therein);

WHEREAS, the Grant was recorded with the Trademark division of the U.S. Patent and Trademark Office on November 5, 2018 on Reel 6475, Frame 0385; and

WHEREAS the Grantor desires to confirm the grant of a security interests in certain additional Trademarks in favor of the Bank.

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

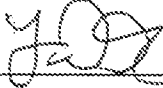
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibit C. Exhibit C to the Grant is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature pages follow]

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

GRANTOR:

FACET WEALTH, INC.

By:  _____
Name: _____
Title: _____

Signature page to Supplemental Intellectual Property Security Agreement

EXHIBIT C-1

MARK	SERIAL NUMBER
FACET UNPLUGGED	88448737
FACET	88439413
THE FACET WAY	88436571
FACET WEALTH, IT'S POSSIBLE	88364794
FACET FINANCIAL LIFE MANAGEMENT	88110939