

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM547924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reserve Advisors LLC		10/04/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Business Bank		
<b>Street Address:</b>	18500 W Corporate Drive		
<b>Internal Address:</b>	Suite 170		
<b>City:</b>	Brookfield		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53045		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4608940	RESERVE ADVISORS LONG-TERM THINKING. EVE	
<b>Registration Number:</b>	4608942	RESERVE ADVISORS LONG-TERM THINKING. EVE	
<b>Registration Number:</b>	4600802	RESERVE ADVISORS LONG-TERM THINKING. EVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142386631		
<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>			
<b>Phone:</b>	4142871244		
<b>Email:</b>	cazzalin@vonbriesen.com		
<b>Correspondent Name:</b>	Chad Azzaline		
<b>Address Line 1:</b>	411 East Wisconsin Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Bennett J. Conard		
<b>SIGNATURE:</b>	/Bennett J. Conard/		
<b>DATE SIGNED:</b>	11/04/2019		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of October 4, 2019, is made by and between RESERVE ADVISORS LLC, a Delaware limited liability company (the "Assignor"), in favor of FIRST BUSINESS BANK (the "Assignee").

**RECITALS:**

A. Assignor has entered into a Credit Agreement dated the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Assignor, and Assignee, pursuant to which the Assignee has agreed to make certain credit accommodations and loans to the Assignor.

B. The Assignor wishes to secure the Obligations (as defined in the Credit Agreement), including, without limitation, the payment of all indebtedness evidenced by the Term Note in the original principal amount of Four Million Two Hundred Fifty Thousand and 00/100 Dollars (\$4,250,000) (as it may be amended, extended, or otherwise modified from time to time, the "Term Note"), and the Revolving Note in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000) (as it may be amended, extended, or otherwise modified from time to time, the "Revolving Note").

C. It is a condition precedent to the Assignor's obligation to maintain the loans that the Assignor grant to Assignee a security interest in all of Assignor's intellectual property, whether presently existing or hereafter acquired, and shall have executed and delivered this Agreement to the Assignee in accordance therewith to secure the Obligations.

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

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. Grant of Security. Assignor hereby grants, pledges, conveys, and assigns to Assignee a continuing security interest in all of Assignor's rights, title and interest in and to the Collateral (as hereafter defined) to secure the payment and performance of the Obligations. For purposes hereof, "Collateral" shall mean all of Assignor's intellectual property rights, whether now owned or hereafter acquired, including, without limitation, the items listed in Schedule I attached hereto and the following:

(a) all patents (whether utility, design, or plant), patent applications, certificates of invention, and patentable inventions, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Patents"), including, without limitation (i) all inventions and improvements described and claimed in the Patents, (ii) all reissues, divisions, continuations, continuations-in-part,

substitutions, reexaminations, renewals, and extensions to the Patents, (iii) all improvements to the Patents, and (iv) all other rights of any kind pertaining to the Patents;

(b) all registered or unregistered trademarks, service marks, certification marks, trade names (or other type of source identifier), trade dress or other indicia of trade origin, trademark applications, service mark applications, corporate or company name, business name, trade style, design, logo, or trade dress, goodwill of the business connected with the use of or symbolized by a trademark or service mark, intent to use applications and any renewals, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Trademarks");

(c) all registered copyrights, unregistered copyrights (whether in published or unpublished works of authorship), copyright applications, works based upon or derived from copyrights, and any renewals or extensions of the copyrights, whether the rights in or to any of the foregoing arise under the laws of the United States, any state, any foreign country, or any subdivision thereof (collectively, "Copyrights");

(d) any internet domain names;

(e) any intellectual property other than Copyrights, Patents, Trademarks, or domain names, whether statutory or common law, whether registered or unregistered, published or unpublished, and whether established in the United States, any state, any foreign country, or any subdivision thereof, including, without limitation, any mask works, any trade secret or other proprietary or confidential information or data, as well as rights with respect to software, programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications and records, moral rights, and rights of publicity and privacy with respect to natural persons;

(f) all license agreements (exclusive or non-exclusive) executed by or in favor of Assignor with any other party, whether in connection with any of the foregoing or in connection with any third party's Patents, Trademarks, Copyrights, or other intellectual property, whether Assignor is a licensor or licensee (collectively, "Licenses");

(g) the following additional rights with respect to any of the foregoing: (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for, or enjoin or obtain other legal or equitable relief for, any and all past, present and future infringements, misappropriations, or other impairments of any of the foregoing, (iii) all income, royalties, damages and other payments payable to Assignor with respect to any of the foregoing, (iv) all rights of Assignor accruing or pertaining to any of the foregoing, and (v) all goodwill related to any of the foregoing; and

(h) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of Assignor against third parties for loss of, damage to, or destruction of, any or all of the foregoing or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form.

Notwithstanding anything to the contrary herein, there shall be excluded from the definition of Collateral (a) any Trademark application filed in the United States Patent and Trademark Office on the basis of Assignor's intent to use the Trademark before evidence of use of the Trademark has

been filed with and accepted by the United States Patent and Trademark Office pursuant to sections 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, *et seq.*), but only if granting a security interest in the Trademark application before the filing of evidence of use would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration. A Trademark application that is excluded from the definition of Collateral hereunder will automatically become Collateral upon the filing and acceptance by the United States Patent and Trademark Office of evidence of use of the subject Trademark; and (b) licenses or other intellectual property rights or agreements to which Assignor is a party or any of Assignor's rights or interests thereunder, in any case if and for so long as and to the extent that the grant of such security interest or lien shall constitute or result in (i) the abandonment, invalidation or unenforceability of any material right, title or interest of Assignor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such license and intellectual property rights or agreements (other than to the extent that any such breach, termination or default would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided, however, that such security interest or lien (x) shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied, (y) to the extent severable, shall attach immediately to any term of such license or intellectual property rights or agreements that does not result in any of the consequences specified in (i) or (ii) above, and (z) shall attach immediately to any such license or intellectual property rights or agreements to which the counterparty has consented to such attachment.

3. Assignor's Liabilities. Notwithstanding the foregoing grant of a security interest in the Collateral: (a) Assignee shall not have any obligations or liability to perform any of the obligations or duties of Assignor or be responsible for any of the liabilities under Assignor's contracts and agreements related to the Collateral; and (b) Assignor shall take any actions reasonably necessary to collect or enforce any claim for payment assigned to Assignee under this Agreement.

4. Maintenance of Collateral. Assignor shall:

(a) take all steps necessary to keep the Collateral free from any liens, encumbrances, assignments, licenses or security agreements, other than Permitted Liens or as otherwise provided under this Agreement or the Credit Agreement;

(b) take all actions reasonably necessary to prosecute, maintain, preserve, defend and renew the Collateral and any licenses issued under the Collateral, for the full time period permitted by law, including, without limitation, the timely payment of any license fees, filing fees or other required fees related to the Collateral, except, in each case, to the extent Assignor determines in its reasonable business judgment that such Collateral is no longer useful to the business of such Assignor;

(c) make all filings, diligently pursue all applications with respect to Collateral, pay all fees and take all steps which are necessary to preserve its ownership in the Collateral, whether (i) in a judicial or administrative proceeding, (ii) in and before the United States or an international trademark or patent office, or (iii) in and before the United States or an international copyright office except, in each case, to the extent Assignor determines in its reasonable business judgment that such Collateral is no longer useful to the business of such Assignor;

(d) to the extent determined by Assignor to be commercially reasonable in its reasonable business judgment, file new applications for rights in the Collateral necessary to protect all patentable inventions created or acquired by Assignor for which applications have not previously been filed or take all other actions necessary to obtain the issuance of the patents; and

(e) protect the Collateral from being infringed, from unfair competition, dilution or damage, using all appropriate means, including the commencement of legal action to prevent and recover damages for infringement and to defend the Collateral from claims of infringement, unfair competition or damages, including the defense of any legal actions brought against Assignor which involve such assertion except, in each case, to the extent Assignor determines in its reasonable business judgment that such Collateral is no longer useful to the business of such Assignor.

5. Assignor's Representations and Warranties.

(a) Assignor is the sole, legal and beneficial owner of all of the rights, title and interest in its respective Collateral, including, without limitation, to the Collateral described in Schedule I attached hereto, free and clear of any liens or encumbrances, except for Permitted Liens and as granted under this Agreement, the Credit Agreement or otherwise to Assignee. No third party has a right to require Assignor to transfer any interest in any of the Collateral.

(b) Schedule I contains a complete and accurate list of all registered and issued (or otherwise the subject of pending applications) Copyrights, Patents, and Trademarks (including any material unregistered Trademarks) owned by Assignor. Each item of Collateral described in Schedule I is valid, subsisting, registerable, and enforceable. The Collateral described in Schedule I has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, is not the subject of any overdue registration or filing fees, and no Assignor is aware of any circumstances that might prevent the valid registration or issuance, as the case may be, in due course of any of such Collateral for which a pending application is listed on Schedule I.

(c) Assignor has not made a previous assignment, sale, transfer or encumbrance of any of the Collateral which is existing as of the date hereof except in favor of Assignee and except for Permitted Liens. Assignee has not granted any license, release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Collateral.

6. Cooperation in Executing Documents. Assignor agrees to, at its sole cost and expense:

(a) promptly execute any document or instrument, including but not limited to financing statements, continuation statements, patent, copyright or trademark office filings or any other additional instruments and documents requested by Assignee, and take all actions that Assignee may request, in order to perfect and protect any pledge, collateral assignment or security interest granted in favor of Assignee with regard to the Collateral, including, without limitation, upon execution hereof, Assignor shall execute and deliver to the Assignee a Notice of Grant of Security Interest in Intellectual Property in the form of Exhibit A attached hereto; and

(b) promptly take any action Assignee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) to request, demand, collect, sue for, recover, compromise or receive monies due with regard to any item of the Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with the Collateral; or (iii) to file any claims, take any action or institute any

proceedings that Assignee may reasonably deem necessary or desirable for the collection of any payments relating to any of the Collateral or otherwise to enforce the rights of Assignee with respect to any of the Collateral.

7. Reports to Assignee. Upon Assignee's request, Assignor shall furnish Assignee with reports, statements, or schedules describing its intellectual property with sufficient detail for third parties to identify such intellectual property. Assignor agrees that, should it obtain an ownership interest in additional intellectual property which is material to its business, that the additional intellectual property shall immediately become a part of the Collateral, and Assignor shall promptly report that acquisition to Assignee.

8. Notice to Assignee Regarding Adverse Action. Assignor agrees to notify Assignee promptly and in writing if it learns: (a) that any item of the Collateral has become abandoned; and (b) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Trademark and Patent Office, the United States Copyright Office, any international trademark, patent or copyright office, or in any judicial, administrative or other legal proceeding) with regard to any of the Collateral.

9. Notice Regarding Third-Party Infringement. Assignor agrees to notify Assignee promptly and in writing if it learns that any item of the Collateral is infringed or misappropriated by a third party. In addition, Assignor shall take such actions to protect such Collateral, including, without limitation, suing for infringement or misappropriation, at each such Assignor's sole expense.

10. Assignee May Perform. If Assignor fails to perform any obligation under this Agreement, Assignee may (but is not obligated to) perform such obligation after providing reasonable notice to such Assignor. The expenses of Assignee incurred in connection with the performance of any such obligation shall be payable by Assignor on demand and constitute part of the Obligations and be secured hereby.

11. Amendments. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Assignor from the terms and conditions hereof, shall, in any event, be effective unless the same shall be in writing and signed by Assignee and, in the case of an amendment, by Assignor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12. Waivers. No failure on the part of Assignee to exercise, and no delay in exercising any right hereunder, shall operate as a waiver by Assignee. Nor shall any single partial exercise of any such right by Assignee preclude any other or further exercise thereof or the exercise of any other right by Assignee.

13. Notices. All communications or notices required or permitted by this Agreement shall be given or made in accordance with the notice provisions set forth in the Credit Agreement.

14. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signatures delivered by facsimile or in electronic format (i.e., "pdf") shall be valid and binding for all purposes.

15. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

17. Termination. This Agreement will automatically terminate ("Termination") on the date that the Obligations are paid in full (other than contingent obligations which by their terms survive payment in full of the Obligations). Upon such Termination, the security interest on the Collateral granted hereunder shall automatically be released without further action of Assignee, and Assignee will, promptly upon Assignor's request and at Assignor's expense, execute and deliver to Assignor a release of the security interest granted to Assignee hereunder on the Collateral or similar instrument of re-conveyance prepared by Assignee.

18. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

**ASSIGNOR:**

**RESERVE ADVISORS LLC**, a Delaware  
limited liability company

By: Peter Hillman  
Name: Peter Hillman  
Title: CEO

**AGREED TO AND ACCEPTED BY:**

**ASSIGNEE:**

**FIRST BUSINESS BANK**

By: \_\_\_\_\_  
Andrea Wolf, Vice President

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IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.

**ASSIGNOR:**

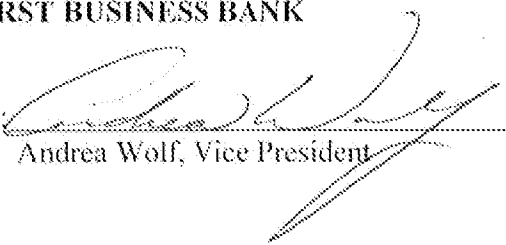
**RESERVE ADVISORS LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED BY:

**ASSIGNEE:**

**FIRST BUSINESS BANK**

By:  \_\_\_\_\_  
Andrea Wolf, Vice President

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*[Signature Page — Intellectual Property Security Agreement]*

**TRADEMARK**  
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



# SCHEDULE I

## PATENTS, TRADEMARKS AND COPYRIGHTS

### U.S. Patent Registrations

None.

### U.S. Trademark Registrations

MARK	JURISDICTION	REG. NO.	REG. DATE	STATUS	RECORD OWNER
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	US	4608940	09/23/2014	Registered	Reserve Advisors, Inc.
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	US	4608942	09/23/2014	Registered	Reserve Advisors, Inc.
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	US	4600802	09/09/2014	Registered	Reserve Advisors, Inc.
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	Wisconsin	20141441398	02/05/2014	Registered	Reserve Advisors, Inc.
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	Wisconsin	20141441399	02/05/2014	Registered	Reserve Advisors, Inc.
 <b>RESERVE ADVISORS</b> Long-term thinking. Everyday commitment.	Wisconsin	2014144140	02/05/2014	Registered	Reserve Advisors, Inc.

### U.S. Copyright Registrations

TITLE	REG. NO.	REG. DATE	STATUS	RECORD OWNER
RESERVE ADVISORS LOGO – HOUSES	VA0001976164	09/15/2014	Registered	Reserve Advisors, Inc.
PRECISION 20/20 FULL RESERVE STUDY PROPOSAL.	TX0007538442	05/03/2012	Registered	Reserve Advisors, Inc.
PRECISION 20/20 FULL RESERVE STUDY NOVEMBER 29, 2007	TX0007341257	11/15/2010	Registered	Reserve Advisors, Inc.
PRECISION 20/20 FULL RESERVE STUDY.	TX0007243324	11/09/2010	Registered	Reserve Advisors, Inc.