

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEALTHFRONT CORPORATION		06/01/2020	Corporation:
WEALTHFRONT ADVISERS LLC		06/01/2020	Limited Liability Company:
WEALTHFRONT STRATEGIES LLC		06/01/2020	Limited Liability Company:
WEALTHFRONT SOFTWARE LLC		06/01/2020	Corporation:
WEALTHFRONT MORTGAGE LLC		06/01/2020	Limited Liability Company:
WEALTHFRONT INSURANCE LLC		06/01/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PINNACLE VENTURES, L.L.C., as Agent		
Street Address:	480 S. California Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4057416	WEALTHFRONT	
Serial Number:	88310814	SELF-DRIVING MONEY	
Serial Number:	87521443	PERSONALIZED GLIDE PATH	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati, P.C.		
Address Line 1:	One Market Plaza, Spear Tower, Suite 330		
TRADEMARK			

CH \$90.00 4057416

Address Line 4:	San Francisco, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	30897.104
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	06/01/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2020 by **WEALTHFRONT CORPORATION**, a Delaware corporation ("**Parent**"), **WEALTHFRONT ADVISERS LLC**, a Delaware limited liability company ("**Advisers**"), **WEALTHFRONT STRATEGIES LLC**, a Delaware limited liability company ("**Strategies**"), **WEALTHFRONT SOFTWARE LLC**, a Delaware limited liability company ("**Software**"), **WEALTHFRONT MORTGAGE LLC**, a Delaware limited liability company ("**Mortgage**"), and **WEALTHFRONT INSURANCE LLC**, a Delaware limited liability company ("**Insurance**", and together with Parent, Advisers, Strategies, Software, and Mortgage, the "**Grantors**" and each, a "**Grantor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders ("**Lenders**") identified on Schedule 1 to the Loan Agreement (as defined below).

RECITALS

A. Lenders have made or will make certain advances of money and extend certain financial accommodations to the Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Grantors, Secured Party and Lenders dated as of June 1, 2020 (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Loan Agreement). Under the Loan Agreement, the Grantors have granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of the Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Secured Party a security interest in all of each 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 its obligations under the Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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 throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

(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.

Address of Grantor:

261 Hamilton Ave.
Palo Alto, CA 94301
Attn: Treasurer

GRANTORS:

WEALTHFRONT CORPORATION

By: 

Name: Alan Imberman

Title: Treasurer

WEALTHFRONT ADVISERS LLC

By: 

Name: Alan Imberman

Title: Chief Financial Officer

WEALTHFRONT STRATEGIES LLC

By: 

Name: Alan Imberman

Title: Chief Financial Officer

WEALTHFRONT SOFTWARE LLC

By: 

Name: Alan Imberman

Title: Chief Financial Officer

WEALTHFRONT MORTGAGE LLC

By:  _____

Name: David Fortunato

Title: Chief Executive Officer

WEALTHFRONT INSURANCE LLC

By:  _____

Name: David Fortunato

Title: Chief Executive Officer

SECURED PARTY: .

PINNACLE VENTURES, L.L.C.

Address of Secured Party:

480 S. California Avenue
Palo Alto, CA 94306
Attn: Chief Operating Officer

By: _____

Name: Robert N. Savoie

Title: Chief Operating Officer

WEALTHFRONT MORTGAGE LLC

By: _____

Name:

Title:

WEALTHFRONT INSURANCE LLC

By: _____

Name:

Title:

SECURED PARTY:

PINNACLE VENTURES, L.L.C.

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

Address of Secured Party:

480 S. California Avenue
Palo Alto, CA 94306
Attn: Chief Operating Officer

(Signature page to Intellectual Property Security Agreement)

EXHIBIT A

Copyrights

Grantor

Description/Title

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Grantor

Description/Title

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Wealthfront Corporation	Wealthfront	4057416	November 15, 2011
Wealthfront Software LLC	"Self-Driving Money"	88310814	February 21, 2019 (Pending)
Wealthfront Corporation	"Personalized Glide Path"	87521443	July 10, 2017 (Withdrawn)

EXHIBIT D

Mask Works

Grantor

Description/Title

Registration/
Application
Number

Registration/
Application
Date

None