

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM677816

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Betterment Holdings, Inc.		09/28/2021	Corporation: DELAWARE
Betterment LLC		09/28/2021	Limited Liability Company: DELAWARE
Betterment Financial LLC		09/28/2021	Limited Liability Company: DELAWARE
Betterment for Business LLC		09/28/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ORIX Growth Capital, LLC
<b>Street Address:</b>	2001 Ross Avenue, Suite 1900
<b>Internal Address:</b>	Attn: General Counsel
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Registration Number:</b>	5060924	BETTERMENT FOR BUSINESS
<b>Registration Number:</b>	5089360	BETTERMENT INSTITUTIONAL
<b>Registration Number:</b>	4767536	INVESTING MADE BETTER
<b>Registration Number:</b>	3601546	BETTERMENT
<b>Registration Number:</b>	5448128	
<b>Registration Number:</b>	5911883	OUTSMART AVERAGE
<b>Serial Number:</b>	88431286	SELF-DRIVING WALLET
<b>Serial Number:</b>	88431282	BETTERMENT EVERYDAY

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: shiers@mcguirewoods.com

TRADEMARK

**Correspondent Name:** Christel E. Harlacher  
**Address Line 1:** 800 E. Canal Street  
**Address Line 4:** Richmond, VIRGINIA 23219

**NAME OF SUBMITTER:** Christel E. Harlacher

**SIGNATURE:** /Christel E. Harlacher/

**DATE SIGNED:** 09/29/2021

**Total Attachments: 7**

source=Betterment Executed IPSA#page1.tif

source=Betterment Executed IPSA#page2.tif

source=Betterment Executed IPSA#page3.tif

source=Betterment Executed IPSA#page4.tif

source=Betterment Executed IPSA#page5.tif

source=Betterment Executed IPSA#page6.tif

source=Betterment Executed IPSA#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of September 28, 2021 (the “Effective Date”) by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (“Agent”), Betterment Holdings, Inc., a Delaware corporation (“Holdings”), Betterment LLC, a Delaware limited liability company (“Betterment”), Betterment Financial LLC, a Delaware limited liability company (“Financial”) and Betterment for Business LLC, a Delaware limited liability company (“Business” and, collectively with Holdings, Betterment and Financial, “Grantor”).

### RECITALS

A. Grantor is party to that certain Loan and Security Agreement by and among Grantor, the financial institutions party thereto as lender (“Lenders”) and Agent, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), pursuant to which Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth therein. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of Agent and Lenders, a security interest in all of Grantor’s Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of Agent and Lenders, 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of Agent and Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules 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 throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Agent with at least five (5) days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Agent may reasonably request from time to time to perfect or continue the perfection of Agent’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by

Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Agent under the Loan Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Agent as a matter of law or equity. Each right, power and remedy of the Agent provided for herein or in the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 any person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Agent and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York), provided that the Agent shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]

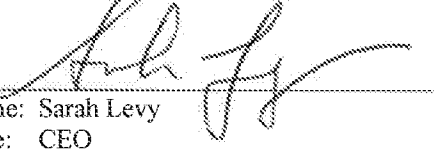
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

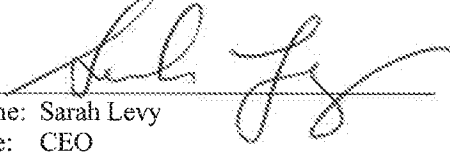
27 West 23<sup>rd</sup> Street, 6<sup>th</sup> Floor  
New York, NY 10010  
Attn: Legal Dept.  
legal@betterment.com

GRANTOR:

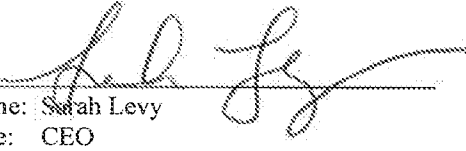
**Betterment Holdings, Inc.**

By:   
Name: Sarah Levy  
Title: CEO

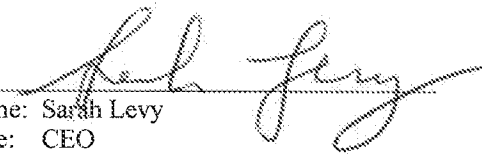
**Betterment LLC**

By:   
Name: Sarah Levy  
Title: CEO

**Betterment Financial LLC**

By:   
Name: Sarah Levy  
Title: CEO

**Betterment for Business LLC**

By:   
Name: Sarah Levy  
Title: CEO

Address of Agent:

2001 Ross Avenue, Suite 1900  
Dallas, TX 75201  
Attn: General Counsel

LENDER:

**ORIX GROWTH CAPITAL, LLC**

By:   
Name: Jeffrey Bede  
Title: Head of OGC

SCHEDULE A<sup>1</sup>

SCHEDULE A

Copyrights

	<b>Record Owner</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>
	Betterment LLC	Your Money	Pau003771370	07/14/2015

---

<sup>1</sup> Betterment to provide IP schedules

SCHEDULE B

Trademarks

<b>Mark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Appln. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Registrant/Owner</b>
<b>BETTERMENT FOR BUSINESS</b>	USA	10/28/2015	86801847	5060924	10/11/2016	Betterment Holdings, Inc.
<b>BETTERMENT INSTITUTIONAL</b>	USA	10/28/2015	86801817	5089360	11/29/2016	Betterment Holdings, Inc.
<b>INVESTING MADE BETTER</b>	USA	09/03/2014	86384372	4767536	07/07/2015	Betterment Holdings, Inc.
<b>BETTERMENT</b>	USA	06/23/2008	775059284	3601546	04/07/2009	Betterment Holdings, Inc.
<b>BETTERMENT SPEEDOMETER (image)</b>	USA	09/14/2017	87608137	5448128	04/17/2018	Betterment Holdings, Inc.
<b>OUTSMART AVERAGE</b>	USA	08/10/2018	88074114	5911883	11/19/2019	Betterment Holdings, Inc.
<b>SELF-DRIVING WALLET</b>	USA	05/15/2019	88431286	N/A	Pending (review suspended)	Betterment Holdings, Inc.
<b>BETTERMENT EVERYDAY</b>	USA	5/15/2019	88431282	N/A	Application Abandoned	Betterment Holdings, Inc.



SCHEDULE C

Patents

Registered Patents

None

<b>Title</b>	<b>Appln. No.</b>	<b>Filing Date</b>	<b>Patent/Pub. No.</b>	<b>Issue/Pub. Date</b>	<b>Assignee</b>
N/A	N/A	N/A	N/A	N/A	N/A