

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Betterment Holdings, Inc.		10/06/2023	Corporation: DELAWARE
Betterment LLC		10/06/2023	Limited Liability Company: DELAWARE
Betterment Financial LLC		10/06/2023	Limited Liability Company: DELAWARE
Betterment for Business LLC		10/06/2023	Limited Liability Company: DELAWARE
Argonaut Asset Management LLC		10/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	2001 Ross Avenue, Suite 1900		
Internal Address:	Attn: General Counsel		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5060924	BETTERMENT FOR BUSINESS	
Registration Number:	5089360	BETTERMENT INSTITUTIONAL	
Registration Number:	4767536	INVESTING MADE BETTER	
Registration Number:	3601546	BETTERMENT	
Registration Number:	5448128		
Registration Number:	5911883	OUTSMART AVERAGE	
Registration Number:	6982108		
Serial Number:	88431286	SELF-DRIVING WALLET	
CORRESPONDENCE DATA			
Fax Number:	2136272579		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$215.00 5060924

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2134579864
Email: dkay@mcguirewoods.com
Correspondent Name: Don Kay
Address Line 1: 355 S. Grand Avenue, Suite 4200
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	2067493-0054
NAME OF SUBMITTER:	Don Kay
SIGNATURE:	/Don Kay/
DATE SIGNED:	10/09/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of October 6, 2023 (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”), Betterment for Business LLC, a Delaware limited liability company (“Business”), and Argonaut Asset Management LLC, a Delaware limited liability company (“Argonaut” and, collectively with Holdings, Betterment, Financial and Business, “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.

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

GRANTOR:

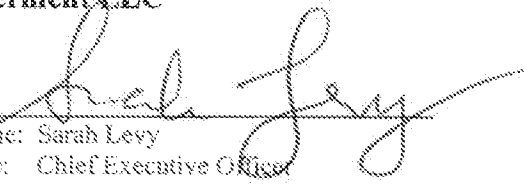
Address of Grantor:

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

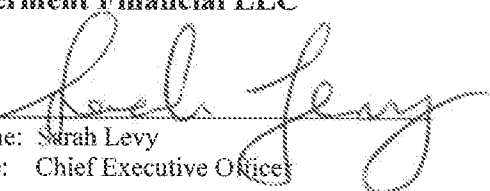
Betterment Holdings, Inc.

By: 
Name: Sarah Levy
Title: Chief Executive Officer


Betterment LLC

By: 
Name: Sarah Levy
Title: Chief Executive Officer

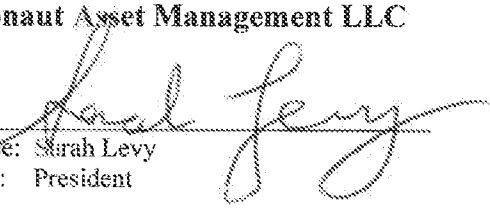
Betterment Financial LLC

By: 
Name: Sarah Levy
Title: Chief Executive Officer

Betterment for Business LLC

By: 
Name: Sarah Levy
Title: Chief Executive Officer

Argonaut Asset Management LLC

By: 
Name: Sarah Levy
Title: President

AGENT:

Address of Agent:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel
Email: mark.campbell@orix.com

ORIX GROWTH CAPITAL, LLC

By: 
Name: Jeffrey Bede
Title: Head of OGC

SCHEDULE A

Copyrights

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

SCHEDULE B

Trademarks

Mark	Country	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
BETTERMENT FOR BUSINESS	USA	10/28/2015	86801847	5060924	10/11/2016	Betterment Holdings, Inc.
BETTERMENT INSTITUTIONAL	USA	10/28/2015	86801817	5089360	11/29/2016	Betterment Holdings, Inc.
INVESTING MADE BETTER	USA	09/03/2014	86384372	4767536	07/07/2015	Betterment Holdings, Inc.
BETTERMENT	USA	06/23/2008	77505928	3601546	04/07/2009	Betterment Holdings, Inc.
BETTERMENT SPEEDOMETER (image)	USA	09/14/2017	87608137	5448128	04/17/2018	Betterment Holdings, Inc.
OUTSMART AVERAGE	USA	08/10/2018	88074114	5911883	11/19/2019	Betterment Holdings, Inc.
SELF-DRIVING WALLET¹	USA	05/15/2019	88431286	N/A	Pending (review suspended)	Betterment Holdings, Inc.
BETTERMENT SPEEDOMETER (image)	USA	11/05/2021	97111011	6982108	02/14/2023	Betterment Holdings, Inc.

¹ Grantor intends to abandon this trademark promptly following the Closing Date.

SCHEDULE C

Patents

Title	Appl. No.	Filing Date	Patent/Pub. No.	Issue/Pub. Date	Assignee
N/A	N/A	N/A	N/A	N/A	N/A