

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Efficient Advisors, LLC		03/01/2024	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Company Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5718161	DISCIPLINED WEALTH PORTFOLIOS	
Registration Number:	5910656	DISCIPLINED WEALTH STRATEGIES	
Registration Number:	4222284	EFFICIENT ADVISORS	
Registration Number:	4909272	EFFICIENT ADVISORS	
Registration Number:	6846437	INVEST WITH EVIDENCE	
Registration Number:	5317534	SMART INVESTING SIMPLIFIED	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com, SWalsh@proskauer.com		
Correspondent Name:	Sarah Walsh		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-644		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		

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DATE SIGNED:	03/01/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 1, 2024 (this “**Trademark Security Agreement**”), by **Efficient Advisors, LLC**, a Pennsylvania limited liability company (the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge,

and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

EFFICIENT ADVISORS, LLC, as Grantor

DocuSigned by:

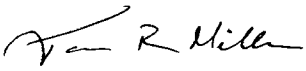
Michael Coluzzi

By: _____

Name: Michael Coluzzi

Title: Chief Financial Officer

ARES CAPITAL CORPORATION, as
Administrative Agent

By: 
Name: James Miller
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Owner/Loan Party	Trademark	Application / Publication No.	Filing Date	Registration Date	Status
Efficient Advisors, LLC	DISCIPLINED WEALTH PORTFOLIOS	87/656,385 / 5718161	10/23/2017	04/02/2019	Registered
Efficient Advisors, LLC	DISCIPLINED WEALTH STRATEGIES	87/656,326 / 5910656	10/23/2017	11/12/2019	Registered
Efficient Advisors, LLC	EFFICIENT ADVISORS	77/950,855 / 4222284	03/04/2010	10/09/2012	Registered
Efficient Advisors, LLC	EFFICIENT ADVISORS and Triangle A design	86/133,848 / 4909272	12/03/2013	03/01/2016	Registered
Efficient Advisors, LLC	INVEST WITH EVIDENCE	97124860 / 6846437	11/15/2021	09/13/2022	Registered
Efficient Advisors, LLC	SMART INVESTING SIMPLIFIED	86/667,134 / 5317534	06/18/2015	10/24/2017	Registered