

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMFS Holdings, LLC		09/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2733916	TMFS THE MUTUAL FUND STORE	
Registration Number:	2735936	THE MUTUAL FUND STORE	
Registration Number:	2841917	THE SCIENCE OF INVESTING	
Registration Number:	2868079	THE MUTUAL FUND SHOW	
Registration Number:	3001986	SOMEDAY IS NOT A DAY OF THE WEEK	
Registration Number:	2941180	THE MUTUAL FUND STORE ...THE SCIENCE OF INVESTING	
Registration Number:	3733001	THE MUTUAL FUND RESEARCH CENTER	
Registration Number:	3749381	THE SCIENCE OF INVESTING	
Registration Number:	3764869	RETIREMENT PAYCHECK	
Serial Number:	85274879	THE MUTUAL FUND SHOW	
Serial Number:	85414304	MARKET REENTRY PLAN	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		

CH \$290.00 2733916

900202250

**TRADEMARK
 REEL: 004624 FRAME: 0307**

Phone: (312) 845-3430
Email: kalwa@chapman.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1967884
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/16/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 15, 2011, is made by the entity listed on the signature pages hereof (the "*Trademark Grantor*"), in favor of Bank of Montreal ("*BMO*"), as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "*Administrative Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

W I N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of September 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among TMFS Holdings, LLC, Kansas City 727 Acquisition LLC, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Administrative Agent and Collateral Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (as defined in the Guaranty and Security Agreement referred to below) (other than the Borrower) has agreed, pursuant to the Guaranty and Security Agreement, dated as of September 15, 2011, in favor of the Administrative Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations; and

WHEREAS, the Trademark Grantor is party to the Guaranty and Security Agreement pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Trademark Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement, or to the extent not defined therein, the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Trademark Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of the Trademark Grantor's right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all registrations and recordations thereof and all applications in connection therewith (“*Trademarks*”), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” Trademark applications for which a statement of use or an amendment to allege use has not been filed (but only until such statement or amendment is filed), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Trademark Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provision of the Guaranty and Security Agreement shall control.

Section 4. Trademark Grantor Remains Liable. The Trademark Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Trademark Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination of Agreement. This Trademark Security Agreement shall terminate upon the release of the Collateral from the Liens pursuant to the Credit Agreement and the Guaranty and Security Agreement, and the Administrative Agent shall reasonably cooperate with the Trademark Grantor to execute and deliver all documents as the Trademark Grantor shall reasonably request to evidence such termination.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TMFS HOLDINGS, LLC, as Trademark Grantor

By: Chris E. Elliot

Name: Chris E. Elliot

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

BANK OF MONTREAL, as Administrative
Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004624 FRAME: 0312

IN WITNESS WHEREOF, the Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TMFS HOLDINGS, LLC, as Trademark Grantor

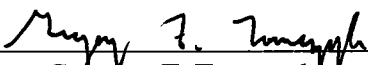
By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED
as of the date first above written:

BANK OF MONTREAL, as Administrative
Agent

By: 
Name: Gregory F. Tomczyk
Title: Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

A. TRADEMARK REGISTRATIONS

Owner	Title	Jurisdiction	Registration No.	Registration Date
TMFS Holdings, LLC	TMFS THE MUTUAL FUND STORE and design	U.S.	2,733,916	July 8, 2003
TMFS Holdings, LLC	THE MUTUAL FUND STORE	U.S.	2,735,936	July 15, 2003
TMFS Holdings, LLC	THE SCIENCE OF INVESTING	U.S.	2,841,917	May 11, 2004
TMFS Holdings, LLC	THE MUTUALFUND SHOW	U.S.	2,868,079	July 27, 2004
TMFS Holdings, LLC	SOMEDAY IS NOT A DAY OF THE WEEK	U.S.	3,001,986	September 27, 2005
TMFS Holdings, LLC	THE MUTUAL FUND STORE...THE SCIENCE OF INVESTING and Design	U.S.	2,941,180	April 19, 2005
TMFS Holdings, LLC	THE MUTUAL FUND RESEARCH CENTER	U.S.	3,733,001	December 29, 2009
TMFS Holdings, LLC	THE SCIENCE OF INVESTING	U.S.	3,749,381	February 16, 2010
TMFS Holdings, LLC	RETIREMENT PAYCHECK	U.S.	3,764,869	March 23, 2010

B. TRADEMARK APPLICATIONS

Owner	Title	Jurisdiction	Serial No.	Application Date
TMFS Holdings, LLC	THE MUTUAL FUND SHOW	U.S.	85-274,879	March 23, 2011
TMFS Holdings, LLC	MARKET REENTRY PLAN	U.S.	85-414,304	September 2, 2011