

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

WisdomTree Investments, Inc.

(Exact Name of Registrant As Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

13-3487784
(I.R.S. Employer
Identification Number)

380 Madison Avenue, 21st Floor
New York, New York 10017
(212) 801-2080

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Jonathan L. Steinberg
Chief Executive Officer
WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017
(212) 801-2080

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

With copies to:

Jocelyn M. Arel, Esq.
Michael J. Minahan, Esq.
Goodwin Procter LLP
Exchange Place
Boston, Massachusetts 02109
(617) 570-1000

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (2)	Proposed Maximum Aggregate Offering Price (2)	Amount of Registration Fee
Common Stock, par value \$0.01 per share (3)	835,000	\$13.75	\$11,481,250	\$1,478.79

(1) Pursuant to Rule 416 under the Securities Act, this registration statement also covers such additional shares of common stock as may hereafter be offered or issued with respect to the shares registered hereby resulting from stock splits, stock dividends, recapitalizations or similar capital adjustments.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) promulgated under the Securities Act of 1933, on the basis of the average of the high and low prices of the common stock on The NASDAQ Global Market on November 1, 2013.

(3) Represents shares of common stock to be offered by the selling stockholder.

PROSPECTUS

835,000 Shares



WisdomTree Investments, Inc.

Common Stock

This prospectus relates solely to the resale of up to an aggregate of 835,000 shares of our common stock, par value \$0.01, issuable upon the exercise of a stock option held by the selling stockholder. We are registering the offer and sale of the shares on behalf of the selling stockholder. The selling stockholder may offer the shares from time to time as it may determine through public or private transactions or through other means described in the section entitled "Plan of Distribution" at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices.

We will not receive any proceeds from the sale, if any, of common stock by the selling stockholder. The selling stockholder will bear all of the expenses incurred in connection with the registration of these shares, as well as all brokerage fees, commissions and sale-related expenses. You should read this prospectus and any applicable prospectus supplement before you invest in our common stock.

Our common stock is listed on the NASDAQ Global Market under the symbol "WETF." As of November 7, 2013, the last reported sale price of our common stock on The NASDAQ Global Market was \$13.73 per share.

Investing in our common stock involves a high degree of risk. You should review carefully the risks that are described in the "[Risk Factors](#)" section contained in this prospectus and under similar headings in any applicable prospectus supplement, any related free writing prospectus and the documents that are incorporated by reference in this prospectus and any applicable prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 8, 2013.

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RISK FACTORS

Investing in our securities involves a high degree of risk. Before deciding whether to purchase shares of our common stock pursuant to the registration statement, of which this prospectus is a part, please see the risk factors under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2012 and in our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2013, in any applicable prospectus supplement and any related free writing prospectus, and under similar headings in the other documents that are incorporated by reference into this prospectus. See “Information Incorporated by Reference.” Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our business operations. The occurrence of any of these risks might cause you to lose all or part of your investment in the offered securities. The discussion of risks includes or refers to forward-looking statements; you should read the explanation of the qualifications and limitations on such forward-looking statements discussed elsewhere in this prospectus.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form S-3 that we filed with the Securities and Exchange Commission, which we refer to as the SEC, utilizing a “shelf” registration process. Under this shelf registration process, the selling stockholder may from time to time sell up to an aggregate of 835,000 shares of our common stock in one or more offerings.

This prospectus provides you with a general description of the shares of common stock the selling stockholder may offer. Each time the selling stockholder sells shares, we will, if necessary and required by law, provide one or more prospectus supplements that will contain specific information about the terms of the offering. The applicable prospectus supplement may also add, update or change information contained in this prospectus. If there is any inconsistency between this prospectus and any prospectus supplement, you should rely on such prospectus supplement.

The registration statement, of which this prospectus is a part, contains more information than this prospectus regarding us and the matters discussed in this prospectus, including exhibits and schedules. You can obtain a copy of the registration statement from the SEC at the SEC’s web site or at the SEC’s offices as described below under the heading “Where You Can Find Additional Information.” Statements in this prospectus concerning any document we filed as an exhibit to the registration statement or that we otherwise filed with the SEC are not intended to be comprehensive and are qualified by reference to these filings. You should review the complete document to evaluate these statements. You should read both this prospectus and any accompanying prospectus supplement together with the additional information described under the headings “Where You Can Find More Information” and “Information Incorporated by Reference” of this prospectus, before making your investment decision.

You should rely only on the information contained in or incorporated by reference in this prospectus, any accompanying prospectus supplement or in any related free writing prospectus filed by us with the SEC. We have not authorized anyone to provide you with different information. This prospectus and any accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in this prospectus or such accompanying prospectus supplement or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. You should assume that the information appearing in this prospectus, any prospectus supplement, the documents incorporated by reference and any related free writing prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

Unless the context otherwise requires, all references to “WisdomTree,” “the Company,” “we,” “our,” “us” or “our company” in this prospectus refer to WisdomTree Investments, Inc., a Delaware corporation.

WisdomTree® is our U.S. registered service mark.

ABOUT WISDOMTREE INVESTMENTS, INC.

We are the only publicly-traded asset management company that focuses exclusively on exchange traded funds, or ETFs. An ETF is an investment fund that holds securities such as stocks or bonds and trades at approximately the same price as the net asset value of its underlying component assets. ETFs offer exposure to a wide variety of investment themes, including domestic, international and emerging market equities, fixed income securities, currencies or commodities, as well as securities in specific industries and countries. Our own family of ETFs includes both fundamentally weighted funds that track our own indexes, and actively managed funds. We distribute our ETFs through all major channels within the asset management industry, including brokerage firms, registered investment advisors, institutional investors, private wealth managers and discount brokers.

We focus on creating ETFs for investors that offer thoughtful innovation, smart engineering and redefined investing. We believe that our differentiated approach, employing a distinctive index-based methodology, delivers better risk adjusted returns over the long term. Our index-based funds employ a fundamental weighting investment methodology, which weights securities on the basis of factors such as dividends or earnings, whereas most other ETF indexes use a capitalization weighted methodology.

In addition, we are one of a small number of ETF sponsors that have received the necessary exemptive relief from the SEC to offer actively managed ETFs, which are ETFs that are not based on a particular index but rather are actively managed with complete transparency into the ETF's portfolio on a daily basis. Our exemptive relief enables us to use our own indexes for certain of our ETFs, actively manage other ETFs and incorporate the use of derivatives in certain products, thereby allowing us to develop certain ETFs not yet offered by other sponsors. For example, we are the first ETF sponsor that has launched a managed futures strategy ETF.

We were incorporated in the state of Delaware on September 19, 1985. Our principal executive office is located at 380 Madison Avenue, 2nd Floor, New York, New York, 10017, and our telephone number is (212) 801-2080. Our website is www.wisdomtree.com, and our investor relations website is ir.wisdomtree.com. Information contained on, or that can be accessed through, our website is not part of this prospectus. On July 26, 2011, the Company's common stock began trading on the NASDAQ Global Market under the symbol "WETF." WisdomTree® is our U.S. registered service mark.

FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference in this prospectus contain forward-looking statements that are based on our management's belief and assumptions and on information currently available to our management. Although we believe that the expectations reflected in these forward-looking statements are reasonable, these statements relate to future events or our future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond our control and which could materially affect results. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed in the section entitled "Risk Factors" and elsewhere in this prospectus. If one or more of these risks or uncertainties occur, or if our underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance. You should read this prospectus and the documents that we reference in this prospectus and have filed with the SEC as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from any future results expressed or implied by these forward-looking statements.

In particular, forward-looking statements in this prospectus include statements about:

- anticipated trends, conditions and investor sentiment in the global markets;
- anticipated levels of inflows into and outflows out of our exchange traded funds;
- our ability to deliver favorable rates of return to investors;
- our ability to develop new products and services;
- our ability to maintain current vendors or find new vendors to provide services to us at favorable costs;
- competition in our business; and
- the effect of laws and regulations that apply to our business.

The forward-looking statements in this prospectus represent our views as of the date of this prospectus. We anticipate that subsequent events and developments may cause our views to change. However, while we may elect to update these forward-looking statements at some point in the future, we have no current intention of doing so except to the extent required by applicable law. Therefore, these forward-looking statements do not represent our views as of any date other than the date of this prospectus.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of our common stock by the selling stockholder.

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SELLING STOCKHOLDER

The selling stockholder named in the table below may, from time to time, offer and sell pursuant to this prospectus and any applicable prospectus supplement up to 835,000 shares of our common stock. When we refer to “selling stockholder” in this prospectus, we mean the stockholder listed in the table below, as well as its pledgees, donees, assignees, transferees, successors and others who may hold any of the selling stockholder’s interests.

Since the selling stockholder is not obligated to sell, transfer or otherwise dispose of its shares, we cannot estimate how many shares the selling stockholder will own after this offering. The information regarding shares beneficially owned after the offering assumes the sale of all shares offered by the selling stockholder. The selling stockholder may sell all, a portion or none of its shares at any time.

In addition, information about the selling stockholder may change over time. The selling stockholder may have sold or transferred, in a transaction exempt from the registration requirements of the Securities Act, some or all of its shares since the date on which the information in the table is presented. If necessary and required by law, any revised or new information given to us by the selling stockholder will be set forth in an applicable prospectus supplement or amendments to the registration statement of which this prospectus is a part.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power over securities. To our knowledge, unless otherwise indicated, the selling stockholder has sole voting and investment power with respect to its shares of our common stock. Percentage of beneficial ownership as given below is based on 129,391,406 shares of our common stock outstanding as of October 30, 2013.

Name of Beneficial Owner	Shares Beneficially Owned Prior to the Offering		Number of Shares Being Offered	Shares Beneficially Owned After the Offering	
	Number	Percentage		Number	Percentage
Founders Equity LLC (1)	835,000	0.6%	835,000	0	0%

(1) James D. Robinson IV and Stuart J. Ellman own and control Founders Equity LLC. James D. Robinson IV has no economic interest in, or voting or investment power with respect to, the securities of the Company contemplated for sale. James D. Robinson III, James D. Robinson IV and Stuart J. Ellman are general partners of RRE Ventures GP III, LLC, which is the general partner of RRE Ventures III-A, L.P., RRE Ventures Fund III, L.P. and RRE Ventures III, L.P. Mr. Robinson IV served as a member of our board of directors from November 2004 to July 2013. The address of Founders Equity LLC is 130 East 59th Street, 17th Floor, New York, NY 10022

PLAN OF DISTRIBUTION

The selling stockholder, or its pledgees, donees, transferees, or any of their successors in interest selling the securities received from the selling stockholder as a gift, distribution or other non-sale-related transfer after the date of this prospectus (all of whom may be selling stockholders), may sell the securities from time to time on any stock exchange or automated interdealer quotation system on which the securities are traded, in the over-the-counter market, in privately negotiated transactions or otherwise, at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to prevailing market prices or at prices otherwise negotiated. The selling stockholder may sell the securities by one or more of the following methods, without limitation:

- block trades in which the broker or dealer so engaged will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction, or in crosses in which the same broker acts as agent on both sides;
- purchases by a broker or dealer as principal and resale by the broker or dealer for its own account pursuant to this prospectus;
- an exchange distribution in accordance with the rules of any stock exchange on which the securities are listed or any automated inter-dealer quotation system on which the securities are traded;
- ordinary brokerage transactions and transactions in which the broker solicits purchases;
- privately negotiated transactions;
- short sales;
- through the writing of options on the securities, swaps or other derivatives, whether or not the options or other such instruments are listed on an exchange or inter-dealer quotation system;
- through the distribution of the securities by any selling stockholder to its partners, members, equityholders or creditors who may from time to time effect sales or other distributions of the securities;
- one or more underwritten offerings on a firm commitment or best efforts basis or other purchases by underwriters, brokers, dealers, and agents who may receive compensation in the form of underwriting discounts, concessions or commissions from the selling stockholder and/or the purchasers of the securities for whom they may act as agent;
- pledges of the securities as security for any loan or obligation, including pledges to brokers or dealers who may from time to time effect sales or other distributions of the securities;
- sales in other ways not involving market makers or established trading markets, including direct sales to institutions or individual purchasers; and
- any combination of the foregoing methods or by any other legally available means.

The selling stockholder may also transfer the securities by gift.

The selling stockholder may engage underwriters, brokers or dealers, and any underwriters, brokers or dealers may arrange for other underwriters, brokers or dealers to participate in effecting sales of the securities. These brokers, dealers or underwriters may act as principals, or as an agent of a selling stockholder. Broker-dealers may agree with a selling stockholder to sell a specified number of the securities at a stipulated price per security. If the broker-dealer is unable to sell securities acting as agent for a selling stockholder, it may purchase as principal any unsold securities at the stipulated price. Broker-dealers who acquire securities as principals may thereafter resell the securities from time to time in transactions in any stock exchange or automated interdealer quotation system on which the securities are then listed or in over-the-counter market, at prices and on terms then prevailing at the time of sale, at prices related to the then-current market price or in negotiated transactions. Broker-dealers may use block transactions and sales to and through broker-dealers, including transactions of the

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nature described above. The selling stockholder may also sell the securities in accordance with Rule 144 under the Securities Act, or in accordance with Section 4(a)(1) of the Securities Act, rather than pursuant to this prospectus, regardless of whether the securities are covered by this prospectus.

From time to time, the selling stockholder may pledge, hypothecate or grant a security interest in some or all of the securities owned by it. The pledgees, secured parties or persons to whom the securities have been so pledged or hypothecated (or otherwise subject to a security interest) will, upon foreclosure in the event of default, be deemed to be selling stockholders. The plan of distribution for that selling stockholder's securities will otherwise remain unchanged. The selling stockholder (or its pledgees, donees, transferees or other successors in interest) also may transfer and donate the securities in other circumstances in which case the transferees, donees, pledgees or other successors in interest thereof will be the selling stockholders for purposes of this prospectus and, if required under the Securities Act, will be identified in a prospectus supplement.

In addition, selling stockholder may, from time to time, sell the securities short, and, in those instances, this prospectus may be delivered in connection with the short sales and the securities offered under this prospectus may be used to cover short sales.

To the extent required under the Securities Act, the aggregate amount of selling stockholder's securities being offered and the terms of the offering, the names of any agents, brokers, dealers or underwriters and any applicable commission with respect to a particular offer will be set forth in an accompanying prospectus supplement. Any underwriters, dealers, brokers or agents participating in the distribution of the securities may receive compensation in the form of underwriting discounts, concessions, commissions or fees from the selling stockholder and/or purchasers of selling stockholder's securities, for whom they may act (which compensation as to a particular broker-dealer might be in excess of customary commissions).

The selling stockholder and any underwriters, brokers, dealers or agents that participate in the distribution of the securities may be deemed to be "underwriters" within the meaning of the Securities Act, and any discounts, concessions, commissions or fees received by them and any profit on the resale of the securities sold by them may be deemed to be underwriting discounts and commissions.

The selling stockholder may enter into hedging transactions with broker-dealers and the broker-dealers may engage in short sales of the securities in the course of hedging the positions they assume with the selling stockholder, including, without limitation, in connection with distributions of the securities by those broker-dealers. The selling stockholder may enter into options or other transactions with broker-dealers that involve the delivery of the securities offered hereby to the broker-dealers, who may then resell or otherwise transfer those securities. The selling stockholder may also loan or pledge the securities offered hereby to a broker-dealer and the broker-dealer may sell the securities offered hereby so loaned or upon a default may sell or otherwise transfer the pledged securities offered hereby.

The selling stockholder and other persons participating in the sale or distribution of the securities will be subject to applicable provisions of the Exchange Act, and the rules and regulations thereunder, including Regulation M. This regulation may limit the timing of purchases and sales of any of the securities by the selling stockholder and any other person. The anti-manipulation rules under the Exchange Act may apply to sales of securities in the market and to the activities of the selling stockholder and their affiliates. Furthermore, Regulation M may restrict the ability of any person engaged in the distribution of the securities to engage in market-making activities with respect to the particular securities being distributed for a period of up to five business days before the distribution. These restrictions may affect the marketability of the securities and the ability of any person or entity to engage in market-making activities with respect to the securities.

Pursuant to a registration rights agreement between us and the selling stockholder, the selling stockholder has agreed to indemnify us in certain circumstances against certain liabilities, including certain liabilities under the Securities Act. In addition, the registration rights agreement provides that we may suspend offers and sales or

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other dispositions of the shares under the registration statement of which this prospectus forms a part, at any time from and after the effective date of this registration statement, subject to certain terms and conditions. In the event of such suspension, the selling stockholder will not be able to offer or sell or otherwise dispose of securities under this registration statement. We and the selling stockholder may indemnify any underwriter or broker-dealer that participates in transactions involving the sale of the securities against certain liabilities, including liabilities arising under the Securities Act. The selling stockholder will bear all of the expenses incurred in connection with the registration of these shares, and will be responsible for all brokerage fees, commissions and sale-related expenses. The foregoing description of the registration rights agreement does not purport to be complete and is qualified by reference to the full text of the registration statement, attached as Exhibit 4.5 to the registration statement of which this prospectus forms a part.

We cannot assure you that the selling stockholder will sell all or any portion of the securities offered hereby.

To the extent permitted by applicable law, this plan of distribution may be modified in a prospectus supplement or otherwise.

LEGAL MATTERS

Certain legal matters, including the validity of the shares offered, will be passed upon for us by Goodwin Procter LLP, Boston, Massachusetts.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2012, as set forth in their report, which is incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file reports, proxy statements and other documents with the SEC. You may read and copy any document we file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You should call 1-800-SEC-0330 for more information on the public reference room. Our SEC filings are also available to you on the SEC's Internet site at <http://www.sec.gov>.

In addition, all of the documents incorporated by reference into this prospectus may be accessed, free of charge, via the Internet at our investor relations website: <http://ir.wisdomtree.com>. The contents of our websites are not incorporated by reference into this prospectus or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate" into this prospectus information that we file with the SEC in other documents. This means that we can disclose important information to you by referring to other documents that contain that information. The information incorporated by reference is considered to be part of this prospectus. Information contained in this prospectus and information that we file with the SEC in the future and incorporate by reference in this prospectus automatically updates and supersedes previously filed information. We incorporate by reference the documents listed below, in each case other than any documents or portions thereof that are "furnished" and not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of our Current Reports on Form 8-K or Form 8-K/A unless, and except to the extent, specified in such Current Report:

- Our Annual Report on Form 10-K for the year ended December 31, 2012, filed on March 15, 2013, Form 10-K/A filed on April 26, 2013 and Form 10-K/A filed on August 8, 2013;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, filed on May 10, 2013, and Form 10-Q/A filed on August 8, 2013, Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, filed on August 7, 2013, and Quarterly Report on Form 10-Q for the quarter ended September 30, 2013, filed on November 7, 2013;
- Our Current Reports on Form 8-K filed with the SEC on July 25, 2013 and August 16, 2013;
- The description of our common stock contained in our Registration Statement on Form 10 filed with the SEC on March 31, 2011 (File No. 001-10932), including any amendments or reports filed for the purpose of updating such description; and

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- All reports and other documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this prospectus and prior to the termination or completion of the offering of securities under this prospectus shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing such reports and other documents.

A statement contained in a document incorporated by reference into this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus, any prospectus supplement or in any other subsequently filed document which is also incorporated in this prospectus modifies or replaces such statement. Any statements so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. You should not assume that the information in this prospectus or in the documents incorporated by reference is accurate as of any date other than the date on the front of this prospectus or those documents.

We will provide to each person, including any beneficial owner, to whom a prospectus is delivered, without charge upon written or oral request, a copy of any or all of the documents that are incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits which are specifically incorporated by reference into such documents. You may request a copy of these filings at no cost, by writing to or telephoning us at the following address:

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017
(212) 801-2080

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the estimated costs and expenses to be incurred in connection with the issuance and distribution of the securities of WisdomTree Investments, Inc. which are registered under this Registration Statement on Form S-3, other than underwriting discounts and commissions. The selling stockholder will bear all of the costs and expenses set forth below.

Registration fee	\$ 1,479
Legal fees and expenses	50,000
Accounting fees and expenses	10,000
Custodian fees	10,000
Printing fees and expenses	5,000
Miscellaneous	3,521
Total	<u>\$80,000</u>

Item 15. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

In the case of an action by or in the right of the corporation, Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action in any of the capacities set forth above against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in and not opposed to the best interests of the corporation, except that indemnification is not permitted in respect of any claim, issue, or matter as to which such person is adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court deems proper. Section 145 further provides: that a Delaware corporation is required to indemnify a director, officer, employee, or agent against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with any action, suit, or proceeding or in defense of any claim, issue, or matter therein as to which such person has been successful on the merits or otherwise; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; that indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit

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of such person's heirs, executors, and administrators; and empowers the corporation to purchase and maintain insurance on behalf of a director or officer against any such liability asserted against such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify him against liability under Section 145. A Delaware corporation may provide indemnification only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. Such determination is to be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not party to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Our amended and restated certificate of incorporation (the "Charter") provides that no director of our company shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to our company or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) in respect of unlawful dividend payments or stock redemptions or repurchases, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our Charter provides that if the Delaware General Corporation Law is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of our company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. The Charter further provides that any amendment, repeal or modification of these provisions by our stockholders or an amendment to the Delaware General Corporation Law will not adversely affect any right or protection existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring before such amendment, repeal or modification of a director serving at the time of such amendment, repeal or modification.

Our amended and restated by-laws (the "By-Laws") provide that we will indemnify each of our directors and officers and, in the discretion of our Board of Directors, certain employees, to the fullest extent permitted by the Delaware General Corporation Law as the same may be amended (except that in the case of an amendment, only to the extent that the amendment permits us to provide broader indemnification rights than the Delaware General Corporation Law permitted us to provide prior to such the amendment) against any and all expenses, judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement that are incurred or paid by the director, officer or such employee or on the director's, officer's or employee's behalf in connection with any threatened, pending or completed proceeding or any claim, issue or matter therein, to which he or she is or is threatened to be made, a party to or participant in because he or she is or was serving as a director, officer or employee of our company, or at our request as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, foundation, association, organization or other legal entity, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of our company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful, provided however, with respect to actions, suits and proceedings other than by or in the right of our company, that no indemnification shall be made under or in respect of any claim, issue or matter as to which he or she has been finally adjudged by a court of competent jurisdiction to be liable to our company, unless, and only to the extent that, the Delaware Court of Chancery or another court in which such proceeding was brought has determined upon application that, despite adjudication of liability, but in view of all the circumstances of the case, he or she is fairly and reasonably entitled to indemnification for such expenses that such court deems proper. The By-Laws further provide for the advancement of expenses to each of our directors and, in the discretion of the Board of Directors, to certain officers and employees. In addition, the By-Laws provide that the right of each of our directors and officers to indemnification and advancement of expenses shall be a contract right and shall not be exclusive of any other right now possessed or hereafter acquired under any statute, provision of the Charter or By-Laws, agreement, vote of stockholders or otherwise. Furthermore, the By-Laws authorize us to provide insurance for our directors, officers and employees against any liability, whether or not we would have the power to indemnify such person against such liability under the Delaware General Corporation Law or the By-Laws.

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Additionally, we have entered into indemnification agreements with certain of our directors and officers whereby we have agreed to indemnify, and advance expenses to, each indemnitee to the fullest extent permitted by applicable law. These indemnification agreements will continue until and terminate upon the later of (i) ten years after the date that the indemnitee has ceased to serve as a director or officer of any entity which the indemnitee served at our request, or (ii) one year after the final termination of any proceedings then pending in respect of which the indemnitee is granted rights of indemnification or advancement of expenses or any proceeding commenced by the indemnitee.

We maintain a directors' and officers' liability insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions.

Item 16. Exhibits.

A list of exhibits filed with this registration statement on Form S-3 is set forth on the Exhibit Index and is incorporated herein by reference.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a) (3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

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(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; *provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

(5) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, the State of New York, on this 8th day of November, 2013.

WISDOMTREE INVESTMENTS, INC.

By: /s/ Jonathan L. Steinberg
Jonathan L. Steinberg
Chief Executive Officer and Director

POWER OF ATTORNEY

WE, THE UNDERSIGNED OFFICERS AND DIRECTORS OF WISDOMTREE INVESTMENTS, INC., hereby severally constitute and appoint Peter M. Ziembra and Amit Muni, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities indicated below on the 8th day of November, 2013.

<u>Signature</u>	<u>Title</u>
<u>/s/ Jonathan L. Steinberg</u> Jonathan L. Steinberg	Chief Executive Officer, President and Director (Principal Executive Officer)
<u>/s/ Amit Muni</u> Amit Muni	Executive Vice President—Finance and Chief Financial Officer (Principal Financial and Accounting Officer)
<u>/s/ Michael Steinhardt</u> Michael Steinhardt	Director
<u>/s/ Bruce I. Lavine</u> Bruce I. Lavine	Director
<u>/s/ Steven L. Begleiter</u> Steven L. Begleiter	Director
<u>/s/ Anthony Bossone</u> Anthony Bossone	Director

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<u>Signature</u>	<u>Title</u>
<hr/> /s/ R. Jarrett Lilien R. Jarrett Lilien	Director
<hr/> /s/ Win Neuger Win Neuger	Director
<hr/> /s/ Frank Salerno Frank Salerno	Director

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1 (1)	Specimen Common Stock Certificate
4.2 (1)	Amended and Restated Stockholders Agreement among Registrant and certain investors dated December 21, 2006
4.3 (1)	Securities Purchase Agreement among Registrant and certain investors dated October 15, 2009
4.4 (1)	Third Amended and Restated Registration Rights Agreement dated October 15, 2009
4.5 (2)	Registration Rights Agreement, dated November 8, 2013, between Registrant and Founders' Equity LLC
5.1 (2)	Opinion of Goodwin Procter LLP
23.1 (2)	Consent of Independent Registered Accounting Firm, Ernst & Young LLP
23.2 (2)	Consent of Goodwin Procter LLP (included in Exhibit 5.1)
24.1 (2)	Power of Attorney (included in Part II of this registration statement)

- (1) Incorporated by reference from the Registrant's Registration Statement on Form 10 filed with the SEC on March 31, 2011.
(2) Filed herewith.

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

WISDOMTREE INVESTMENTS, INC., AND

FOUNDERS EQUITY LLC

DATED: NOVEMBER 8, 2013

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is entered into as of November 10, 2013 by and among WisdomTree Investments, Inc., a Delaware corporation ("WisdomTree"), and Founders Equity LLC, a Delaware limited liability company ("Founders Equity").

WHEREAS, WisdomTree has agreed to file a registration statement registering common stock, par value \$0.01 per share, of WisdomTree (the "Common Shares") issuable upon the exercise of a stock option held by Founders Equity;

WHEREAS, it is a condition to the filing of the Registration Statement that Founders Equity enter into this Agreement with respect to Common Shares to be registered pursuant to the Registration Statement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Certain Definitions.

As used in this Agreement, in addition to the other terms defined herein, the following capitalized defined terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the preamble to this Agreement.

"Business Day" means any day other than a day on which the SEC or the NASDAQ Global Market is closed.

"Common Shares" shall have the meaning set forth in the recitals to this Agreement.

"FINRA" shall mean the Financial Industry Regulatory Authority.

"Founders Equity" shall have the meaning set forth in the preamble to this Agreement.

"Person" shall mean an individual, partnership, corporation, trust, or unincorporated organization, or a government or agency or political subdivision thereof.

"Prospectus" shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Shares covered by such Registration Statement, and by all other amendments and supplements to such prospectus, including post-effective amendments, and in each case including all material incorporated by reference therein.

"Registrable Shares" shall mean all Common Shares issued or issuable to Founders Equity pursuant to the exercise of the stock option granted to Founders Equity on November 10, 2004; provided, however, that such Common Shares shall not include (i) Common Shares for

which a Registration Statement relating to the sale thereof shall have become effective under the Securities Act and which have been disposed of, as applicable, under such Registration Statement, and (ii) Common Shares sold pursuant to Rule 144.

“Registration Expenses” shall mean any and all expenses incident to the performance of or compliance with this Agreement, including without limitation: (a) all registration and filing fees; (b) all fees and expenses associated with a required listing of the Registrable Shares on any securities exchange; (c) fees and expenses with respect to filings required to be made with FINRA; (d) fees and expenses of compliance with securities or “blue sky” laws (including reasonable fees and disbursements of counsel for the underwriters, if any, in connection with blue sky qualifications of the securities and determination of their eligibility for investment under the laws of such jurisdictions); (e) printing expenses, messenger, telephone and delivery expenses; and (f) fees and disbursements of counsel for WisdomTree and customary fees and expenses for independent certified public accountants retained by WisdomTree (including the expenses of any comfort letters, or costs associated with the delivery by independent certified public accountants of a comfort letter or comfort letters, if such comfort letter or comfort letters is required by the managing underwriter, if any).

“Registration Statement” shall mean any registration statement of WisdomTree which covers the resale of any of the Registrable Shares under the Securities Act on an appropriate form, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all materials incorporated by reference therein.

“Resale Shelf Registration Expiration Date” shall have the meaning set forth in Section 2(a) hereof.

“Resale Shelf Registration Statement” shall have the meaning set forth in Section 2(a) hereof.

“Rule 144” means Rule 144 under the Securities Act (or any successor provision).

“SEC” shall mean the Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Stockholder’s Questionnaire” shall have the meaning set forth in Section 2(a) hereof.

“Suspension Event” shall have the meaning set forth in Section 3(b) hereof.

“WisdomTree” shall have the meaning set forth in the preamble to this Agreement.

“WKSJ” shall mean a well-known seasoned issuer as defined under Rule 405 of the Securities Act.

2. Resale Registration Rights.

(a) Registration Statement Covering Resale of Registrable Shares and Exercise of Stock Option. Subject to receipt of an completed and executed selling stockholder's questionnaire in the form attached hereto as Exhibit A (the "Selling Stockholder's Questionnaire"), WisdomTree shall file with the SEC, as soon as practicable following the filing of WisdomTree's Quarterly Report on form 10-Q for the quarter ended September 30, 2013, a shelf registration statement (a "Resale Shelf Registration Statement") pursuant to Rule 415 under the Securities Act covering all of the Registrable Shares to enable the resale on a delayed or continuous basis of such Registrable Shares by Founders Equity. The Resale Shelf Registration Statement shall be filed on Form S-3, and if WisdomTree is eligible as a WKSI, the Resale Shelf Registration Statement shall utilize the automatic shelf registration process under Rule 415 and Rule 462. If WisdomTree is not a WKSI or is otherwise ineligible to utilize the automatic shelf registration process, then WisdomTree shall use its commercially reasonable efforts to have the Resale Shelf Registration Statement declared effective under the Securities Act as expeditiously as practicable. WisdomTree agrees to use its commercially reasonable efforts to maintain the effectiveness of the Resale Shelf Registration Statement, including by filing any necessary post-effective amendments and prospectus supplements, or, alternatively, by filing new registration statements relating to the Registrable Shares as required by Rule 415 under the Securities Act, continuously until the date (the "Resale Shelf Registration Expiration Date") which is the earliest of (i) seven (7) months following the date of effectiveness of the Resale Shelf Registration Statement, or (ii) the date on which all Registrable Shares have been disposed of by Founders Equity. WisdomTree's obligation to maintain the effectiveness of the Resale Shelf Registration Statement shall be conditioned upon Founders Equity fully exercising the stock option on which the Registrable Securities underlie within ten (10) business days subsequent to WisdomTree giving notice to Founders Equity of the declaration of effectiveness of the Resale Shelf Registration Statement as provided in Section 2(b) below.

(b) Notification and Distribution of Materials. WisdomTree shall notify Founders Equity of the effectiveness of any Registration Statement applicable to the Registrable Shares and shall furnish to Founders Equity, at Founders Equity's sole cost and expense, such number of copies of the Registration Statement (including any amendments, supplements and exhibits), the Prospectus contained therein (including each preliminary prospectus and all related amendments and supplements) and any documents incorporated by reference in the Registration Statement or such other documents as Founders Equity may reasonably request in order to facilitate the sale of the Registrable Shares in the manner described in the Registration Statement.

(c) Amendments and Supplements. WisdomTree shall promptly prepare and file with the SEC from time to time such amendments and supplements to the Registration Statement and Prospectus used in connection therewith as may be necessary to keep the Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Shares until the Resale Shelf Expiration Date. Upon **ten (10) Business Days'** notice, WisdomTree shall file any supplement or post-effective amendment to the Registration Statement with respect to the plan of distribution or Founders Equity's ownership interests in the Registrable Shares that is reasonably necessary to permit the sale of Founders Equity's Registrable Shares pursuant to the Registration Statement.

(d) Notice of Certain Events.

(i) WisdomTree shall as promptly as practicable and in any event within **three (3) Business Days** notify Founders Equity of, and confirm in writing, any request by the SEC for any amendment or supplement to, or additional information in connection with, any Registration Statement required to be prepared and filed hereunder (or Prospectus relating thereto). WisdomTree shall as promptly as practicable and in any event within **one (1) Business Day** notify Founders Equity of, and confirm in writing, the filing of the Registration Statement or any Prospectus, amendment or supplement related thereto or any post-effective amendment to the Registration Statement and the effectiveness of any post-effective amendment.

(ii) At any time when a Prospectus relating to the Registration Statement is required to be delivered under the Securities Act to a transferee, WisdomTree shall immediately notify Founders Equity (A) of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (B) in such event, to suspend sales of Registrable Shares. Subject to Sections 3 and 4 below, in such event, WisdomTree shall as promptly as practicable, prepare and file a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter deemed delivered to the purchasers of Registrable Shares sold under the Prospectus, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. Subject to Sections 3 and 4 below, WisdomTree shall, if necessary, as promptly as practicable, amend the Registration Statement of which such Prospectus is a part to reflect such amendment or supplement.

(e) Filing Procedures. Wisdom Tree will prior to filing a Registration Statement or prospectus or any amendment or supplement thereto which relates to Registrable Shares, furnish to Founders Equity a copy of such Registration Statement, prospectus or amendment or supplement thereto as proposed to be filed, which shall be subject to review and comment by such party. Wisdom Tree shall not file any Registration Statement or prospectus or any amendment or supplement thereto which relates to Registrable Shares if reasonably objected to in writing by Founders Equity.

3. Suspension of Registration Requirement; Restriction on Sales.

(a) WisdomTree shall as promptly as practicable notify Founders Equity of, and confirm in writing, the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement with respect to Founders Equity's Registrable Shares or the initiation of any proceedings for that purpose. WisdomTree shall use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such a Registration Statement at the earliest possible moment.

(b) Notwithstanding anything to the contrary set forth in this Agreement, WisdomTree's obligation under this Agreement to file, amend or supplement a Registration Statement, or to cause a Registration Statement, or any filings with any state securities commission, to become effective shall be suspended, for one or more reasonable periods not to exceed the period described in Section 4 below, if the Chief Executive Officer of WisdomTree determines in good faith that such suspension is in the best interest of WisdomTree and its stockholders in order to avoid the disclosure of information not otherwise then required by law (in the absence of a registration or sales thereunder) to be publicly disclosed or for another valid business purpose (any such circumstances being hereinafter referred to as a "Suspension Event"). WisdomTree shall notify Founders Equity of the existence of any Suspension Event by promptly delivering to Founders Equity a certificate signed by an executive officer of WisdomTree stating that a Suspension Event has occurred and is continuing.

Subject to the terms of Section 4 below, Founders Equity agrees that, following the effectiveness of any Registration Statement relating to Registrable Shares of Founders Equity, Founders Equity will not effect any sales of the Registrable Shares pursuant to such Registration Statement or any filings with any state securities commission at any time after Founders Equity has received notice from WisdomTree to suspend sales as a result of the occurrence or existence of any Suspension Event or so that WisdomTree may correct or update the Registration Statement or such filing. Founders Equity may recommence effecting sales of the Registrable Shares pursuant to the Registration Statement or such filings, and all other obligations which are suspended as a result of a Suspension Event shall no longer be so suspended, following further notice to such effect from WisdomTree, which notice shall be given by WisdomTree not later than **one (1) Business Day** after the conclusion of any such Suspension Event.

4. Limitations on Suspension/Blackout Periods. Notwithstanding anything herein to the contrary, WisdomTree covenants and agrees that (a) WisdomTree's rights to suspend its obligation under this Agreement to file, amend or supplement a Registration Statement and maintain the effectiveness of any Registration Statement during the pendency of any Suspension Event, and (b) Founders Equity's obligations to suspend sales of Registrable Shares pursuant to a Registration Statement during the pendency of any Suspension Event, shall not, in the aggregate, cause Founders Equity to be required to suspend sales of Registrable Shares or relieve WisdomTree of its obligation to file, amend or supplement and maintain the effectiveness of a Registration Statement for longer than **sixty (60) days during any six (6) month period.**

5. State Securities Laws. Subject to the conditions set forth in this Agreement, WisdomTree shall, in connection with the filing of any Registration Statement hereunder, file such documents as may be necessary to register or qualify the Registrable Shares under the securities or "blue sky" laws of such states as Founders Equity may reasonably request, and WisdomTree shall use its commercially reasonable efforts to cause such filings to become effective in a timely manner; provided, however, that WisdomTree shall not be obligated to qualify as a foreign corporation to do business under the laws of any such state in which it is not then qualified or to file any general consent to service of process in any such state. Once effective, WisdomTree shall use its commercially reasonable efforts to keep such filings effective until the earlier of (a) such time as all of the Registrable Shares have been disposed of in accordance with the intended methods of disposition by Founders Equity as set forth in the applicable Registration Statement, (b) in the case of a particular state, Founders Equity notified

WisdomTree that it no longer requires an effective filing in such state in accordance with their original request for filing or (c) the date on which the applicable Registration Statement ceases to be effective.

6. Listing. WisdomTree will cause all Registrable Shares to be listed or otherwise eligible for full trading privileges on the principal national securities exchange (currently NASDAQ Global Market) on which the Common Shares are then listed or quoted. WisdomTree will use commercially reasonable efforts to continue the listing or trading privilege for all Registrable Shares on such exchange. WisdomTree will as promptly as practicable notify Founders Equity of, and confirm in writing, the delisting of the Common Shares by such exchange.

7. Expenses. Founders Equity shall bear all Registration Expenses incurred in connection with the registration of the Registrable Shares pursuant to this Agreement and WisdomTree's performance of its other obligations under the terms of this Agreement. Founders Equity shall bear all underwriting fees, discounts or commissions attributable to the sale of securities by Founders Equity, any legal fees and expenses of counsel to Founders Equity and any underwriter engaged by Founders Equity and all other expenses incurred in connection with the performance by Founders Equity of its obligations under the terms of this Agreement.

8. Covenants of Founders Equity.

(a) Founders Equity hereby agrees (i) to cooperate with WisdomTree and to furnish to WisdomTree all information concerning its plan of distribution and ownership interests with respect to the Registrable Shares in connection with the preparation of a Registration Statement with respect to Founders Equity's Registrable Shares and any filings with any state securities commissions as WisdomTree may reasonably request, (ii) to deliver or cause delivery of the Prospectus contained in such Registration Statement to any purchaser of the shares covered by such Registration Statement from Founders Equity if Founders Equity is required by the Securities Act or the rules and regulations thereunder to deliver the Prospectus in connection with the sale of shares to such purchaser; and (iii) to indemnify WisdomTree, its officers, directors, employees, agents, representatives and Affiliates, and each Person, if any, who controls WisdomTree within the meaning of the Securities Act, and each other person or entity, if any, subject to liability because of its connection with WisdomTree, against any and all losses, claims, damages, actions, liabilities, costs and expenses arising out of or based upon (A) any untrue statement or alleged untrue statement of material fact contained in either such Registration Statement or the Prospectus contained therein, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, if and to the extent that such statement or omission occurs from reliance upon and in conformity with written information regarding Founders Equity, its plan of distribution or its ownership interests, which was furnished to WisdomTree in writing by Founders Equity for use therein unless such statement or omission was corrected in writing to WisdomTree prior to the date one day prior to the date of the final Prospectus (as supplemented or amended, as the case may be) or (B) the failure by Founders Equity to deliver or cause to be delivered the Prospectus contained in such Registration Statement (as amended or supplemented, if applicable) furnished by WisdomTree to Founders Equity to any purchaser of the shares covered by such Registration Statement from Founders Equity through no fault of WisdomTree if Founders Equity is required by the Securities Act or the rules and regulations thereunder to

deliver the Prospectus in connection with the sale of shares to such purchaser. For purposes of clarity Founders Equity acknowledges and agrees that it has provided the information set forth in the Selling Stockholder's Questionnaire and the plan of distribution attached hereto as Exhibit B.

9. Indemnification Procedures. WisdomTree shall notify Founders Equity as promptly as practicable in writing of the commencement of any action or proceeding with respect to which a claim for indemnification may be made hereunder, but the failure of WisdomTree to provide such notice shall not relieve Founders Equity of its obligations hereunder. In case any action or proceeding is brought against WisdomTree and it shall notify Founders Equity of the commencement thereof, Founders Equity shall be entitled to participate therein and, unless in the reasonable opinion of outside counsel to WisdomTree a conflict of interest between WisdomTree and Founders Equity may exist in respect of such claim, to assume the defense thereof, to the extent that it chooses, with counsel reasonably satisfactory to WisdomTree, and after notice from Founders Equity to WisdomTree that it so chooses (provided that in connection with such assumption Founders Equity provides WisdomTree a full release of any costs or other expenses in connection therewith), Founders Equity shall not be liable to WisdomTree for any legal or other expenses subsequently incurred by WisdomTree in connection with the defense thereof; provided, however, that (a) if Founders Equity fails to take reasonable steps necessary to defend diligently the action or proceeding within twenty (20) Business Days after receiving notice from WisdomTree that Founders Equity believes it has failed to do so; or (b) if WisdomTree who is a defendant in any action or proceeding which is also brought against Founders Equity shall have reasonably concluded, based on the advice of counsel, that there may be one or more legal defenses available to WisdomTree which are not available to Founders Equity; or (c) if representation of both parties by the same counsel is otherwise inappropriate under applicable standards of professional conduct, then, in any such case, WisdomTree shall have the right to assume or continue its own defense as set forth above and Founders Equity shall be liable for any expenses therefor. Founders Equity shall not, without the written consent of WisdomTree (which shall not be unreasonably withheld), effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or (to the knowledge of Founders Equity) threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not WisdomTree is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim, (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of WisdomTree and (iii) does not and is not likely to materially adversely effect WisdomTree.

10. Additional Shares. Except as otherwise provided in this Agreement, WisdomTree, at its option, may register, under any Registration Statement and any filings with any state securities commissions filed pursuant to this Agreement, any number of unissued, treasury or other Common Shares of or owned by WisdomTree and any of its Subsidiaries or any Common Shares or other securities of WisdomTree owned by any other security holder or security holders of WisdomTree.

11. Contribution.

(a) If the indemnification provided for in Section 8 is unavailable to WisdomTree with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the indemnified party harmless as contemplated

therein, then Founders Equity, in lieu of indemnifying WisdomTree, shall contribute to the amount paid or payable by WisdomTree as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of Founders Equity, on the one hand, and WisdomTree, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of Founders Equity, on the one hand, and of WisdomTree, on the other hand, shall be determined by reference to, among other factors, whether the untrue or alleged untrue statement of a material fact or omission to state a material fact relates to information supplied by Founders Equity or by WisdomTree and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that in no event shall the obligation of Founders Equity to contribute under this Section 11 exceed the amount that Founders Equity would have been obligated to pay by way of indemnification if the indemnification provided for under Section 8 hereof had been available under the circumstances.

(b) WisdomTree and Founders Equity agree that it would not be just and equitable if contribution pursuant to this Section 11 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph.

12. No Other Obligation to Register. Except as otherwise expressly provided in this Agreement, WisdomTree shall have no obligation to Founders Equity to register the Registrable Shares under the Securities Act.

13. Amendments and Waivers. The provisions of this Agreement may not be amended, modified, or supplemented or waived without the prior written consent of WisdomTree and Founders Equity.

14. Notices. Except as set forth below, all notices and other communications provided for or permitted hereunder shall be in writing and shall be deemed to have been duly given when and if delivered personally or sent by facsimile (with respect to notice by facsimile, on a Business Day between the hours of 8:00 a.m. and 5:00 p.m., New York time), five (5) Business Days after being sent if mailed by registered or certified mail (return receipt requested), postage prepaid, or upon receipt if sent by courier or overnight delivery service to the respective parties at the following addresses (or at such other address for any party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof), and further provided that in case of directions to amend the Registration Statement pursuant to Section 2(d) Founders Equity must confirm such notice in writing by overnight express delivery with confirmation of receipt:

If to WisdomTree:

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, NY 10017
Attn: Peter M. Ziembra
Facsimile: 917-267-3851

with a copy to:

Goodwin Procter LLP
Exchange Place
Boston, MA 02109-2881
Attn: Jocelyn M. Arel
Facsimile: (617) 523-1231

If to Founders Equity:

Founders Equity LLC
130 East 59th Street, 17th Floor
New York, NY 10022
Attn: Stuart Ellman
Facsimile: 212-355-0330
with a copy to:

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attn: Ilan Nissan
Facsimile: (212) 355-3333

15. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any successor, assignee or transferee of Founders Equity shall acquire Registrable Shares, in any manner, whether by operation of law or otherwise, (a) such successor, assignee or transferee shall be entitled to all of the benefits of a "Founders Equity" under this Agreement and (b) such Registrable Shares shall be held subject to all of the terms of this Agreement, and by taking and holding Registrable Shares such Person shall be conclusively deemed to have agreed to be bound by all of the terms and provisions hereof.

16. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto 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.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within said State.

18. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

19. Entire Agreement. This Agreement and the Exhibits attached hereto are intended by the parties as a final expression of their agreement and intended to be the complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to such subject matter. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

20. Drafting Conventions; No Construction Against Drafter.

(a) The headings in this Agreement are provided for convenience and do not affect its meaning. The words “include”, “includes” and “including” are to be read as if they were followed by the phrase “without limitation”. Unless specified otherwise, any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in such agreement. Unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations. If any date specified in this Agreement as a date for taking action falls on a day that is not a business day, then that action may be taken on the next business day. Unless specified otherwise, the words “party” and “parties” refer only to a named party to this Agreement.

(b) The parties have participated jointly with their respective counsel in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and there is to be no presumption or burden of proof favoring or disfavoring any party because of the authorship of any provision of this Agreement.

[The Remainder of This Page Has Been Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WISDOMTREE INVESTMENTS, INC.

By: /s/ Peter M. Ziemba

Name: Peter M. Ziemba

Title: Executive Vice President-Business and Legal Affairs

FOUNDERS EQUITY LLC

By: /s/ Stuart Ellman

Name: Stuart Ellman

Title: Member

REGISTRATION RIGHTS AGREEMENT

Exhibit A

REGISTRATION RIGHTS AGREEMENT

Exhibit B

REGISTRATION RIGHTS AGREEMENT

November 8, 2013

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017

Re: Securities Being Registered under Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to you in connection with your filing of a Registration Statement on Form S-3 (as amended or supplemented, the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to the registration of up to 835,000 shares of common stock, par value \$0.01 per share (the "Selling Stockholder Shares"), of WisdomTree Investments, Inc., a Delaware corporation (the "Company"), issuable upon exercise of a stock option held by a certain existing stockholder of the Company (the "Selling Stockholder"), to be sold by such Selling Stockholder. The Registration Statement provides that the Selling Stockholder Shares may be offered in amounts, at prices and on terms to be set forth in one or more prospectus supplements to the prospectus contained in the Registration Statement.

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinions set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinions set forth below, on certificates of officers of the Company.

The opinions set forth below are limited to the Delaware General Corporation Law (which includes reported judicial decisions interpreting the Delaware General Corporation Law) and the federal law of the United States. Without limiting the generality of the foregoing, we express no opinion with respect to (i) state securities or "blue sky" laws, or (ii) state or federal antitrust laws.

Based upon the foregoing, and subject to the additional qualifications set forth below, we are of the opinion that the Selling Stockholder Shares have been duly authorized and, when issued upon exercise of the option held by the Selling Stockholder, will be validly issued, fully paid and nonassessable.

This opinion letter and the opinions it contains shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Business Law Section as published in 53 Business Lawyer 831 (May 1998).

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement and to the references to our firm under the caption "Legal Matters" in the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ GOODWIN PROCTER LLP

GOODWIN PROCTER LLP

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-3) and related Prospectus of WisdomTree Investments, Inc. for the registration of 835,000 shares of common stock and to the incorporation by reference therein of our reports dated March 15, 2013, with respect to the consolidated financial statements of WisdomTree Investments, Inc., and the effectiveness of internal control over financial reporting of WisdomTree Investments, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2012, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

New York, New York
November 8, 2013