

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suntrust Bank		07/01/2015	banking corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Capfinancial Partners, LLC		
Street Address:	4208 Six Forks Road		
Internal Address:	Suite 1700		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86496140	DIRECT FIDUCIARY	
Serial Number:	86410205	FREEDOM 403B	
Serial Number:	86410211	PROVIDERLINK	
Serial Number:	86410198	RETIREMENT BLUEPRINT	
Registration Number:	4510033	FREEDOM 401(K)	
Registration Number:	4410659	FIDUCIARY LEADERSHIP	
Registration Number:	3302529	C	
Registration Number:	2582838	FREEDOM ONE	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	24690.02		

OP \$215.00 86496140

NAME OF SUBMITTER:	Devon E. White
SIGNATURE:	/DEW/
DATE SIGNED:	07/02/2015
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into as of July 1, 2015 by and between SUNTRUST BANK, a Georgia banking corporation (the "Lender"), and CAPFINANCIAL PARTNERS, LLC, a North Carolina limited liability company (the "Grantor").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to The CapFinancial Group, LLC, a North Carolina limited liability company and the parent of the Grantor (the "Borrower"), in the amounts and manner set forth in that certain Amended and Restated Revolving Credit and Term Loan Agreement by and between the Borrower and the Lender dated as of July 1, 2015 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein that are not otherwise defined shall have the meanings provided in the Credit Agreement). The Lender is willing to enter into the Credit Agreement but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in certain Trademarks (as defined in the Security Agreement) to secure the obligations of the Borrower and the Guarantors under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Amended and Restated Security Agreement dated as of July 1, 2015 between the Borrower and each of the Subsidiaries of the Borrower that are party thereto in favor of the Lender (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), the Grantor has granted to the Lender a security interest in all of the Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the obligations of the Borrower and the Guarantors under the Credit Agreement and the other Loan Documents, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations (as defined in the Security Agreement), the Grantor grants and pledges to the Lender a security interest in all of the Grantor's right, title and interest in, to and under its Trademarks listed on Exhibit A hereto, and including without limitation all goodwill associated therewith or symbolized thereby and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Security Agreement, the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

The Grantor represents and warrants that Exhibit A attached hereto sets forth any and all trademark rights in connection to which the Grantor has registered or filed an application with the United States Patent and Trademark Office.

Upon repayment in full of all Secured Obligations (other than those Secured Obligations relating to the Hedging Transactions and contingent indemnification obligations) and termination of all commitments of the Lender under the Credit Agreement, the Lender shall execute and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(remainder of page intentionally left blank)

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

GRANTOR:

Address of Grantor:

4208 Six Forks Road, Ste. 1700
Raleigh, NC 27609

Attn: Chief Financial Officer

CAPFINANCIAL PARTNERS, LLC

By: 

Title: Chief Operating Officer

LENDER:

Address of Lender:

3620 Six Forks Road, First Floor
Raleigh, NC 27601

Attn: John M. Risinger, First Vice President

SUNTRUST BANK

By: 

Title: FIRST VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration Number / Serial Number</u>
DIRECT FIDUCIARY	86/496,140
FREEDOM 403B	86/410,205
PROVIDERLINK	86/410,211
RETIREMENT BLUEPRINT	86/410,198
FREEDOM 401(K)	4,510,033
FIDUCIARY LEADERSHIP	4,410,659
C & Design	3,302,529
FREEDOM ONE	2,582,838