

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advicent Solutions, LP		02/28/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC, as Collateral Agent		
Street Address:	350 Madison Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4421077	ADVISOR BRIEFCASE	
Registration Number:	2522646	EISI	
Registration Number:	2393496	NAVIPLAN	
Registration Number:	4587582	NAVIPLAN	
Registration Number:	4593675	NAVIPRO	
Registration Number:	5008818	FIGLO	
Registration Number:	5018582	NARRATOR	
Serial Number:	86095760	ADVICENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	047049-0012		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 4421077

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/01/2017
Total Attachments: 5 source=Advicent - Trademark Security Agreement Executed - 2.28.17 (2)#page1.tif source=Advicent - Trademark Security Agreement Executed - 2.28.17 (2)#page2.tif source=Advicent - Trademark Security Agreement Executed - 2.28.17 (2)#page3.tif source=Advicent - Trademark Security Agreement Executed - 2.28.17 (2)#page4.tif source=Advicent - Trademark Security Agreement Executed - 2.28.17 (2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 28, 2017 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Guggenheim Corporate Funding, LLC ("Guggenheim"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among EISI LLC, a Delaware limited liability company (the "Borrower"), Lauderdale Holdings LLC, a Delaware limited liability company ("Holdings"), as a guarantor, each of the other guarantors party thereto from time to time, Wells Fargo Bank, National Association, as administrative agent for the Lenders, Collateral Agent, and the Lenders.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States and Canadian registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

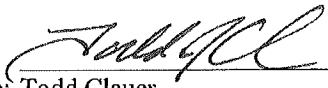
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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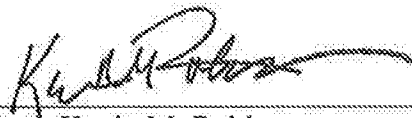
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADVICENT SOLUTIONS, LP

By: 
Name: Todd Clauer
Title: Chief Financial Officer

Trademark Security Agreement

GUGGENHEIM CORPORATE FUNDING, LLC,
as Collateral Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

Trademark Security Agreement

TRADEMARK
REEL: 005999 FRAME: 0777

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES AND CANADIAN TRADEMARK REGISTRATIONS AND
APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Advicent Solutions, L.P.	4,421,077	ADVISOR BRIEFCASE
Advicent Solutions, L.P.	2,522,646	EISI
Advicent Solutions, L.P.	2,393,496	NAVIPLAN
Advicent Solutions, L.P.	4,587,582	NAVIPLAN
Advicent Solutions, L.P.	4,593,675	NAVIPRO
Advicent Solutions, L.P.	5008818	Figlo
Advicent Solutions, L.P.	5018582	Narrator

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Advicent Solutions, L.P.	ADVICENT	86/095,760

Canadian Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Advicent Solutions, L.P.	TMA538,807	EISI
Advicent Solutions, L.P.	TMA491,550	NAVIPLAN
Advicent Solutions, L.P.	TMA491312	Planning Assistant
Advicent Solutions, L.P.	TMA491662	Strategy Assistant

Canadian Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Advicent Solutions, L.P.	Advicent	1673276
Advicent Solutions, L.P.	Advicent Solutions	1673149
Advicent Solutions, L.P.	Figlo	1712215
Advicent Solutions, L.P.	Narrator	1712217