

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advisor Group, Inc.	FORMERLY AIG Advisor Group, Inc.	06/29/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87397480	IN YOUR CORNER	
Serial Number:	87397475	AG ADVISOR GROUP	
Registration Number:	4478263	FSC	
Registration Number:	3927050	VISION2020 WEALTH MANAGEMENT	
Registration Number:	4478147	TRANSITIONONE	
Registration Number:	4242052	ROYAL ALLIANCE	
Registration Number:	4196307	WOODBURY FINANCIAL SERVICES ASPIRE. ACHI	
Registration Number:	4196306	WOODBURY CPA ALLIANCE	
Registration Number:	2809527	VISION2020	
Registration Number:	3796832	SAGEPOINT	
Registration Number:	2822245	VISION 2020 ONEVIEW	
Registration Number:	2715251	VISION2020 ADVISOR	
Registration Number:	2597868	WOODBURY FINANCIAL CUSTOM ALLOCATION PRO	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
TRADEMARK			

CH \$340.00 87397480

Correspondent Name:	King & Spalding LLP
Address Line 1:	1180 Peachtree Street, N.E.
Address Line 2:	Attn. Karen Osborne, Senior Paralegal
Address Line 4:	Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515085
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	/Karen Osborne/
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DATE SIGNED:	06/29/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2017 (this “Security Agreement”), is made by **ADVISOR GROUP, INC.**, a Maryland corporation (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, Advisor Group Holdings, Inc., a Delaware corporation (the “Parent”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Parent, the Grantor and certain of the Parent’s Subsidiaries have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

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

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

ADVISOR GROUP, INC.

By: _____

Name: Greg Stockett

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'Greg Stockett', is written over a horizontal line.

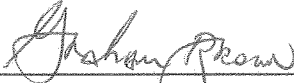
Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 006094 FRAME: 0749

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 
Name: Graham Brown
Title: Vice President

Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 006094 FRAME: 0750

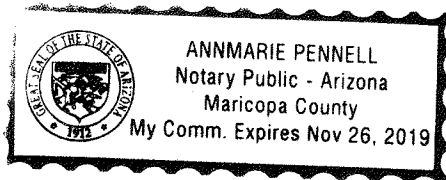
ACKNOWLEDGMENT OF GRANTOR

State of Arizona)
County of Maricopa)

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On this 28 day of June, 2017 before me personally appeared Greg Stockett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Advisor Group, Inc., a Maryland corporation, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Annamarie Pennell
Notary Public



Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 006094 FRAME: 0751

SCHEDULE I

Trademarks

REGISTERED TRADEMARKS

Trademark	Serial No./Registration No.	Filing Date/Reg. Date
IN YOUR CORNER	87397480	04/04/2017
	87397475	04/04/2017
FSC	86013901 / 4478263	07/18/2013 / 02/04/2014
VISION2020 WEALTH MANAGEMENT	85066634 / 3927050	06/18/2010 / 03/01/2011
TRANSITIONONE	85974292 / 4478147	07/01/2013 / 02/04/2014
ROYAL ALLIANCE	85600257 / 4242052	04/17/2012 / 11/13/2012
	78786122 / 4196307	01/06/2006 / 08/28/2012
WOODBURY CPA ALLIANCE	78749979 / 4196306	11/09/2005 / 08/28/2012
VISION2020	78195480 / 2809527	12/17/2002 / 01/27/2004

Trademark	Serial No./Registration No.	Filing Date/Reg. Date
SAGEPOINT	77644750 / 3796832	01/07/2009 / 06/01/2010
VISION 2020 ONEVIEW	76415839 / 2822245	06/04/2002 / 03/16/2004
VISION2020 ADVISOR	76355578 / 2715251	01/04/2002 / 05/13/2003
WOODBURY FINANCIAL CUSTOM ALLOCATION PROGRAM	76309770 / 2597868	09/07/2001 / 07/23/2002