

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433670

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Delete recorded trademark # 87232272 Luma Wealth Advisors and add #5144675 Wealthtrust previously recorded on Reel 006074 Frame 0685. Assignor(s) hereby confirms the WealthTrust LLC.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WealthTrust LLC		05/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5144675	WEALTHTRUST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek, Project Assistant		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	07/03/2017		
<b>Total Attachments: 8</b>			
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<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM429605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WealthTrust LLC		05/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<del>Serial Number:</del>	<del>87232272</del>	<del>LUMA WEALTH ADVISORS</del> <i>Delete</i>	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek, Project Assistant		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	06/01/2017		
<b>Total Attachments: 5</b>			
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OP \$40.00 87232272



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 16, 2017

PTAS

ANDREA GNIADEK, PROJECT ASSISTANT  
111 WEST MONROE STREET  
CHAPMAN AND CUTLER  
CHICAGO, IL 60603

**900408050**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/01/2017

REEL/FRAME: 6074/0685  
NUMBER OF PAGES: 5

BRIEF: SECURITY AGREEMENT

ASSIGNOR:  
WEALTHTRUST LLC

DOC DATE: 05/31/2017  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:  
BMO HARRIS BANK N.A.

CITIZENSHIP: UNITED STATES  
ENTITY: NATIONAL BANKING ASSOCIATION

111 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

SERIAL NUMBER: 87232272  
REGISTRATION NUMBER:  
MARK: LUMA WEALTH ADVISORS  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/10/2016  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

WealthTrust LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 31, 2017

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Corrective Assignment Rev/Trans 6074/6005

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A.

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship National banking association
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text  
See Schedule I attached hereto and made a part hereof.

B. Trademark Registration No.(s) \_\_\_\_\_  
WealthTrust 5,144,675 February 21, 2017

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4104865

Email Address: sepdjuk@chapman.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Andrea Gniadek for Chapman and Cutler LLP  
Signature

May 31, 2017

Date

Andrea Gniadek, Project Assistant

DMS #4218182

Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2017, WEALTHTRUST LLC, a Delaware limited liability company ("*WealthTrust*") with its principal place of business and mailing address at 600 Travis Street, Houston, Texas 77002, WEALTHTRUST FAIRPORT, LLC, a Delaware limited liability company ("*Fairport*") with its principal place of business and mailing address at 1350 Euclid Avenue, Suite 400, Cleveland Ohio 44115, and LEONETTI & ASSOCIATES, LLC, an Illinois limited liability company ("*Leonetti*" and together with *WealthTrust* and *Fairport*, the "*Debtors*" and each, a "*Debtor*") with its principal place of business and mailing address at 1130 Lake Cook Road, Suite 300, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and each grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated March 10, 2017, between HighTower Holding, LLC, the other parties thereto, and Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtors' Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

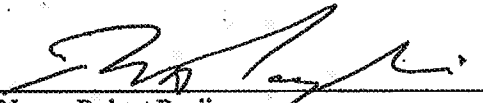
Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of Illinois. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

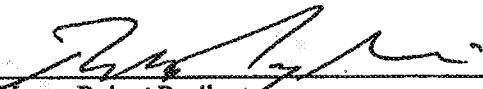
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

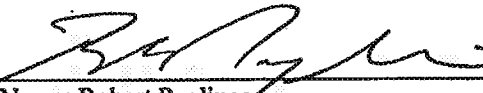
LEONETTI & ASSOCIATES, LLC

By   
Name: Robert Pagliuco  
Title: Manager

WEALTHTRUST LLC

By   
Name: Robert Pagliuco  
Title: Executive Vice President and  
Assistant Secretary

WEALTHTRUST FAIRPORT, LLC

By   
Name: Robert Pagliuco  
Title: Executive Vice President and  
Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name: James J. Hess  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT—WEALTHTRUST ACQUISITION]



**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>ENTITY</b>	<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
Leonetti & Associates, LLC	SECURE FUTURE SOLUTION	2781719	November 11, 2003
WealthTrust LLC	WealthTrust	5,144,675	February 21, 2017
WealthTrust Fairport, LLC	SOLUTIONS FOR WOMEN	2531825	January 22, 2002

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>ENTITY</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
WealthTrust Fairport, LLC	LUMA WEALTH ADVISORS	87232272	November 10, 2016

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WealthTrust LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 31, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A.

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
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- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

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See Schedule I attached hereto and made a part hereof.

B. Trademark Registration No.(s)  
WealthTrust 5,144,875 February 21, 2017

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

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Internal Address: Chapman and Cutler

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City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4104865

Email Address: sendluk@chapman.com

**6. Total number of applications and registrations involved:**

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**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

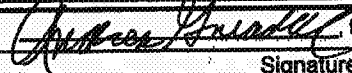
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



for Chapman and Cutler LLP

May 31, 2017

Signature

Date

Andrea Gniadek, Project Assistant

DMS #4218182

Total number of pages including cover sheet, attachments, and document:

5

Name of Person Signing

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