

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WealthTrust LLC		01/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5144675	WEALTHTRUST	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	057121-0256		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	02/01/2018		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of January 31, 2018 (this “**Agreement**”), among HighTower Holding, LLC, a limited liability company existing under the laws of Delaware, WealthTrust LLC, a limited liability company existing under the laws of Delaware, (each, a “**Grantor**” and collectively, the “**Grantors**”) and Antares Capital LP, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, HighTower Intermediate, LLC, a limited liability company existing under the laws of Delaware (“**Holdings**”), HighTower Intermediate Corp. (“**HighTower Corp.**”), a corporation existing under the laws of Delaware, the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the First Lien Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, HighTower, Corp., the Subsidiaries of Holdings from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantors subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of their Secured Obligations, the Grantors, hereby grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”):

- (a) all trademarks (including service marks), service marks, trade names, trade styles, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

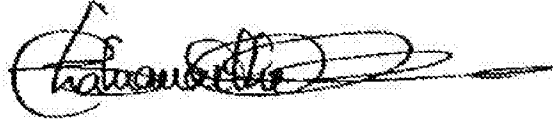
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks, record this First Lien Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HIGHTOWER HOLDING, LLC,
as the Grantor



By: _____
Name: Sagar Kurada
Title: Chief Financial Officer

WEALTHTRUST LLC,
as the Grantor



By: _____
Name: Sagar Kurada
Title: Chief Financial Officer

ANTARES CAPITAL LP
as Collateral Agent,

By: 

Name: Kyle Wilson
Title: Duly Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Trademarks:

No.	Country	Trademark	Name of Registered Owner	Application / Registration Number	Application / Registration Date
1.	U.S.	AN UNOBSTRUCTED VIEW	HighTower Holding, LLC	3764475	03/23/2010
2.	U.S.	Design Only 	HighTower Holding, LLC	4691140	02/24/2015
3.	U.S.	FIDUCIARY REVOLUTION	HighTower Holding, LLC	87597723 ITU	9/6/2017
4.	U.S.	HIGHTOWER	HighTower Holding, LLC	3752867	02/23/2010
5.	U.S.	HIGHTOWER CLEAR	HighTower Holding, LLC	87277046 ITU	12/21/2016
6.	U.S.	WEALTHTRUST	WealthTrust LLC	5144675	02/21/2017

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RECORDED: 02/01/2018

**TRADEMARK
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