

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goodwin Capital Advisers, Inc.		06/27/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 S. Charles St., 12th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3579200	GOODWIN CAPITAL ADVISERS	
Registration Number:	2384711	GOODWIN	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	kelly.branch@alston.com		
Correspondent Name:	Sam Gunn		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sam Gunn		
SIGNATURE:	/Sam Gunn/		
DATE SIGNED:	06/28/2018		
Total Attachments: 3			
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OP \$65.00 3579200

GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GOODWIN CAPITAL ADVISERS, INC. a New York Corporation (the “Grantor”), with principal offices at One Financial Plaza, Hartford, Connecticut, 06103, on this 27th day of June, 2018, assigns and grants to MANUFACTURERS AND TRADERS TRUST COMPANY, as Collateral Agent (together with its successors and assigns, the “Grantee”) with principal offices at 25 South Charles Street, 12th Floor, Baltimore, Maryland 21201, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of such Trademarks; (iii) the goodwill of the businesses with which the Trademarks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

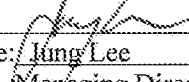
THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in that certain Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of June 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

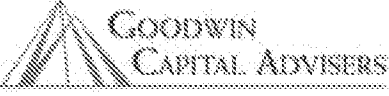
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

GOODWIN CAPITAL ADVISERS, INC., as
Grantor

By: 
Name: Jung Lee
Title: Managing Director, Chief Financial Officer and
Treasurer

TRADEMARKS

Trademark	Owner	Application Number	Application Date	Registration Number	Registration Date
GOODWIN CAPITAL ADVISERS & Design 	Goodwin Capital Advisers, Inc.	77/462,703	5/1/2008	3,579,200	2/24/2009
GOODWIN	Goodwin Capital Advisers, Inc.	75/564,417	10/5/1998	2,384,711	9/12/2000

TRADEMARK APPLICATIONS

NONE