

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advisor Group, Inc.		08/17/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87397475	AG ADVISOR GROUP	
Registration Number:	4478263	FSC	
Registration Number:	5316334	IN YOUR CORNER	
Registration Number:	4242052	ROYAL ALLIANCE	
Registration Number:	3796832	SAGEPOINT	
Registration Number:	4478147	TRANSITIONONE	
Registration Number:	2822245	VISION 2020 ONEVIEW	
Registration Number:	2809527	VISION2020	
Registration Number:	2715251	VISION2020 ADVISOR	
Registration Number:	3927050	VISION2020 WEALTH MANAGEMENT	
Registration Number:	4196306	WOODBURY CPA ALLIANCE	
Registration Number:	2597868	WOODBURY FINANCIAL CUSTOM ALLOCATION PRO	
Registration Number:	4196307	WOODBURY FINANCIAL SERVICES ASPIRE. ACHI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		

OP \$340.00 87397475

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/20/2018

Total Attachments: 6

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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):

Advisor Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: Maryland
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 17, 2018

- 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: Barclays Bank PLC

Street Address: 745 7th Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 attached Schedule A

B. Trademark Registration No.(s)

see attached Schedule A

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.980

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

13

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

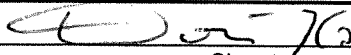
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

August 17, 2018

Date

Doris Ka

Name of Person Signing

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

6

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

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 17, 2018, is made by Advisor Group, Inc., a Maryland corporation (the “Grantor”), in favor of Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Advisor Group Holdings, Inc., a Delaware corporation (“Holdings”), the Grantor (in such capacity, the “Borrower”), the several lenders from time to time parties thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of August 17, 2018 in favor of the Collateral Agent (together with all amendments, restatements, amended and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are

not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADVISOR GROUP, INC.,
as the Grantor

By: 

Name:

Title:

Greg Stedwell
CFO

BARCLAYS BANK PLC,
as the Collateral Agent

By: 

Name: Ronnie Glenn

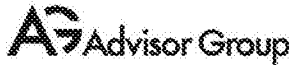
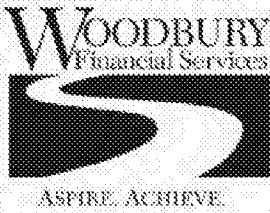
Title: Director

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006418 FRAME: 0449

SCHEDULE A

Trademark Registrations and Applications

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Advisor Group, Inc.	AG ADVISOR GROUP & Design 	87397475	04/04/2017		
2.	Advisor Group, Inc.	FSC	86013901	07/18/2013	4478263	02/04/2014
3.	Advisor Group, Inc.	IN YOUR CORNER	87397480	04/04/2017	5316334	10/24/2017
4.	Advisor Group, Inc.	ROYAL ALLIANCE	85600257	04/17/2012	4242052	11/13/2012
5.	Advisor Group, Inc.	SAGEPOINT	77644750	01/07/2009	3796832	06/01/2010
6.	Advisor Group, Inc.	TRANSITIONONE	85974292	07/01/2013	4478147	02/04/2014
7.	Advisor Group, Inc.	VISION 2020 ONEVIEW	76415839	06/04/2002	2822245	03/16/2004
8.	Advisor Group, Inc.	VISION2020	78195480	12/17/2002	2809527	01/27/2004
9.	Advisor Group, Inc.	VISION2020 ADVISOR	76355578	01/04/2002	2715251	05/13/2003
10.	Advisor Group, Inc.	VISION2020 WEALTH MANAGEMENT	85066634	06/18/2010	3927050	03/01/2011
11.	Advisor Group, Inc.	WOODBURY CPA ALLIANCE	78749979	11/09/2005	4196306	08/28/2012
12.	Advisor Group, Inc.	WOODBURY FINANCIAL CUSTOM ALLOCATION PROGRAM	76309770	09/07/2001	2597868	07/23/2002
13.	Advisor Group, Inc.	WOODBURY FINANCIAL SERVICES ASPIRE. ACHIEVE. & Design 	78786122	01/06/2006	4196307	08/28/2012