

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM489648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Macquarie US Trading LLC		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Blvd., Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86321923	PURPOSEFULLY PLANNED. EFFICIENTLY EXECUT	
Registration Number:	4688851	SALIENT	
Registration Number:	3309134	SALIENT	
Registration Number:	4262413	SALIENT RISK PARITY INDEX	
Registration Number:	4258965	SALIENT RISK PARITY FUND	
Registration Number:	3075657	THE ENDOWMENT FUND	
Registration Number:	3416313	DEMOCRATIZING INVESTING	
Registration Number:	2425488	FORWARD FUNDS	
Registration Number:	2864631	FORWARD MANAGEMENT	
Registration Number:	4492721	DIVIDEND SIGNAL STRATEGY	
Registration Number:	4267848	FORWARD THE NEW DIRECTION OF INVESTING	
Registration Number:	4267847	FORWARD THE NEW DIRECTION OF INVESTING	
Registration Number:	4267846	FORWARD FUNDS	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
TRADEMARK			

OP \$340.00 86321923

Correspondent Name: Venisa Dark
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER: 52351.13_Legrand

NAME OF SUBMITTER: Venisa Dark

SIGNATURE: /Venisa Dark/

DATE SIGNED: 09/12/2018

Total Attachments: 6

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page1.tif

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page2.tif

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page3.tif

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page4.tif

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page5.tif

source=2018 08 31 Assignment of Trademark Security Agreementfrom Macquarie US Trading to Cadence Bank NA#page6.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the “Assignment”) is made and entered into as of August 31, 2018 by MACQUARIE US TRADING LLC (a Delaware limited liability company), as the original collateral agent (in such capacity, “Assignor”), in favor of CADENCE BANK, N.A., a national banking association with an address at 2800 Post Oak Blvd, Suite 3800, Houston, TX 77056, as the successor collateral agent (in such capacity, “Assignee”).

WITNESSETH

WHEREAS, Assignor is party to that certain Security Agreement, dated as of June 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Salient Partners, L.P., Endowment Advisers, L.P., and Forward Management, LLC (collectively the “Grantors”), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the trademark security agreement made by the Grantors in favor of Assignor recorded at the United States patent and Trademark Office on June 12, 2015 at Reel/Frame 5551/0697 (the “Trademark Security Agreement”), the Grantors have granted to Assignor a security interest in all of their right, title or interest in or to any and all of the Owned Trademarks (as such term is used in the Trademark Security Agreement), including those set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of August 31, 2018, among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Credit Agreement (as defined in the Security Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Owned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Owned Trademarks, and Assignee hereby accepts and assumes the

foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Owned Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Owned Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

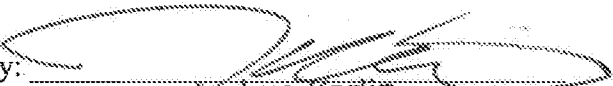
6. Amendment to Trademark Security Agreement. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from Maquarie US Trading LLC to Cadence Bank, N.A. in its capacity as the successor collateral agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

MACQUARIE US TRADING LLC, as the original collateral agent

By: 
Name: Joshua Karlin
Title: Authorized Signatory

By: _____
Name: Anita Chiu
Title: Authorized Signatory

[Signature Page to Assignment of Trademark Security Agreement]

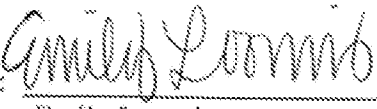
ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

CADENCE BANK, N.A.,

as the successor collateral agent

By: 

Emily Loomis
Vice President

[Signature Page to Assignment of Trademark Security Agreement]

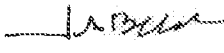
ACCEPTED AND AGREED

as of the date above first written:

GRANTORS:

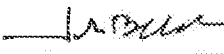
SALIENT PARTNERS, L.P.

By: Salient Capital Management, LLC

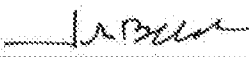
By: 
Name: John A. Blaisdell
Title: CEO

ENDOWMENT ADVISERS, L.P.

By: The Endowment Fund Management, LLC

By: 
Name: John A. Blaisdell
Title: CEO

FORWARD MANAGEMENT, LLC,

By: 
Name: John A. Blaisdell
Title: CEO

[Signature Page to Assignment of Trademark Security Agreement]

Schedule I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications -

Loan Party - Owner	Trademark	Application Number	Filing Date
Salient Partners, L.P.	Purposefully Planned. Efficiently Executed.	86321923	June 26, 2014

* Intent-to-use application constituting an Excluded Asset.

° Inactive.

Registrations -

Loan Party - Owner	Trademark	Registration Number	Registration Date
Salient Partners, L.P.	Salient	4688851	February 17, 2015
Salient Partners, L.P.	Salient	3309134	October 9, 2007
Salient Partners, L.P.	Salient Risk Parity Index	4262413	December 18, 2012
Salient Partners, L.P.	Salient Risk Parity Fund	4258965	December 11, 2012
Endowment Advisers, L.P.	The Endowment Fund	3075657	April 4, 2006
Endowment Advisers, L.P.	Democratizing Investing	3416313	April 22, 2008
Forward Management, LLC	Forward Funds	2425488	January 30, 2001
Forward Management, LLC	Forward Management	2864631	July 20, 2004
Forward Management, LLC	Dividend Signal Strategy ¹	4492721	March 4, 2014
Forward Management, LLC	Forward the New Direction of Investing (design)	4267848	January 1, 2013
Forward Management, LLC	Forward the New Direction of Investing	4267847	January 1, 2013
Forward Management, LLC	Forward Funds (design)	4267846	January 1, 2013

¹ The examiner of U.S. Trademark Registration No. 4492721, for the mark DIVIDEND SIGNAL STRATEGY, maintained that such mark was merely descriptive and refused to register such mark on the Principal Register. This mark is therefore registered on the Supplemental Register only. This mark has not been used in commerce for at least 5 years, and Company makes no representations or warranties regarding the validity or enforceability of such mark or any common law rights with respect thereto.