

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AssetMark, Inc.		11/14/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86583374	ARIS	
<b>Serial Number:</b>	86091173	ASSETMARK	
<b>Serial Number:</b>	86091175	ASSETMARK	
<b>Serial Number:</b>	86137653	ASSETMARK	
<b>Serial Number:</b>	86354360	ASSETMARK BROKERAGE	
<b>Serial Number:</b>	86354362	ASSETMARK GIVING FUND	
<b>Serial Number:</b>	87011471	ASSETMARK PORTFOLIOENGINE	
<b>Serial Number:</b>	87011474	ASSETMARK PORTFOLIOENGINE	
<b>Serial Number:</b>	87011479	ASSETMARK PORTFOLIOENGINE	
<b>Serial Number:</b>	87011481	ASSETMARK PORTFOLIOENGINE	
<b>Serial Number:</b>	87337238	ASSETMARK RETIREMENT SERVICES	
<b>Serial Number:</b>	86137663	ASSETMARK WEALTH. INDEPENDENCE. PURPOSE.	
<b>Serial Number:</b>	87267573	CASH ADVANTAGE AN ASSETMARK TRUST COMPAN	
<b>Serial Number:</b>	87267576	CASH ADVANTAGE AN ASSETMARK TRUST COMPAN	
<b>Serial Number:</b>	76648291	EWEALTHMANAGER	
<b>Serial Number:</b>	85244530	GUIDEMARK	
<b>Serial Number:</b>	85244533	GUIDEPATH	
<b>Serial Number:</b>	86294248	LEAD WITH PURPOSE	
<b>Serial Number:</b>	78389078	MASTERY PROGRAM	

OP \$740.00 86583374

Property Type	Number	Word Mark
Serial Number:	86450297	PREMIER CONSULTANT
Serial Number:	86197143	PURPOSE-BASED PLANNING
Serial Number:	86197137	PURPOSE-BASED PLANNING
Serial Number:	85967060	SAVOS
Serial Number:	86137667	SAVOS
Serial Number:	86137665	SAVOS INVESTMENTS
Serial Number:	85794155	TACTICAL CONSTRAINED
Serial Number:	85794172	TACTICAL UNCONSTRAINED
Serial Number:	86234754	VALUE MAXIMIZATION INDEX
Serial Number:	86234755	VALUE MAXIMIZATION INDEX

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1021429 TM IPSA

**NAME OF SUBMITTER:** Mariah Kenna

**SIGNATURE:** /Mariah Kenna/

**DATE SIGNED:** 12/03/2018

**Total Attachments: 7**

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FORM OF TRADEMARK SECURITY AGREEMENT dated as of November 14, 2018 (this “*Agreement*”), between AssetMark, Inc., a company organized under the laws of the State of California (the “*Grantor*”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“*Credit Suisse*”), as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among AssetMark Financial Holdings, Inc. (the “*Borrower*”), AssetMark Holdings LLC (“*Holdings*”), the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch as Administrative Agent and as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks 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 Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and/or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

1. all trademark registrations and applications set forth on Schedule I attached hereto (the “*Trademarks*”);
2. all goodwill associated with or symbolized by the Trademarks; and
3. all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. 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 Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral 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 the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor’s sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

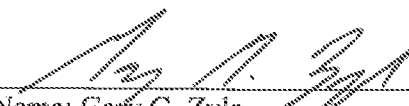
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws 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.

ASSETMARK, INC.

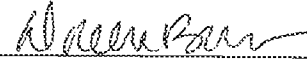
By:   
Name: Gary G. Zyla  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006493 FRAME: 0050**

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

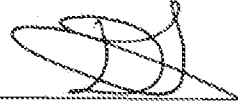
by



Name: Doreen Barr

Title: Authorized Signatory

by



Name: Michael Del Genio

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

[[3852750]]

**TRADEMARK**  
**REEL: 006493 FRAME: 0051**

SCHEDULE I

*Trademarks*

<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>	<u>Expiration Date</u>
AssetMark, Inc.		86/583374	4/26/2026
AssetMark, Inc.	ASSETMARK	86/091173	1/20/2025
AssetMark, Inc.	ASSETMARK	86/091175	1/20/2025
AssetMark, Inc.		86/137653	6/23/2025
AssetMark, Inc.	ASSETMARK BROKERAGE	86/354360	12/6/2026
AssetMark, Inc.	ASSETMARK GIVING FUND	86/354362	4/10/2028
AssetMark, Inc.	ASSETMARK PORTFOLIOENGINE	87/011471	5/30/2027
AssetMark, Inc.	ASSETMARK PORTFOLIOENGINE	87/011474	5/30/2027
AssetMark, Inc.		87/011479	5/30/2027
AssetMark, Inc.		87/011481	5/30/2027
AssetMark, Inc.	ASSETMARK RETIREMENT SERVICES	87/337238	10/10/2027
AssetMark, Inc.		86/137663	11/4/2024
AssetMark, Inc.	CASH ADVANTAGE AN ASSETMARK TRUST COMPANY SERVICE	87/267573	10/10/2027

<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>	<u>Expiration Date</u>
AssetMark, Inc.	CASH ADVANTAGE AN ASSETMARK TRUST COMPANY SERVICE	87/267576	10/10/2027
AssetMark, Inc.	EWEALTHMANAGER	76/648291	3/13/2027
AssetMark, Inc.	GUIDEMARK	85/244530	6/5/2022
AssetMark, Inc.	GUIDEPATH	85/244533	6/5/2022
AssetMark, Inc.	LEAD WITH PURPOSE	86/294248	11/3/2025
AssetMark, Inc.	MASTERY PROGRAM	78/389078	3/20/2025
AssetMark, Inc.	PREMIER CONSULTANT	86/450297	8/2/2026
AssetMark, Inc.	PURPOSE-BASED PLANNING	86/197143	11/3/2025
AssetMark, Inc.	PURPOSE-BASED PLANNING	86/197137	5/5/2025
AssetMark, Inc.	SAVOS	85/967060	5/26/2025
AssetMark, Inc.		86/137667	6/23/2025
AssetMark, Inc.		86/137665	11/4/2024
AssetMark, Inc.	TACTICAL CONSTRAINED	85/794155	7/23/2023
AssetMark, Inc.	TACTICAL UNCONSTRAINED	85/794172	7/23/2023



<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>	<u>Expiration Date</u>
AssetMark, Inc.	VALUE MAXIMIZATION INDEX	86/234754	2/24/2025
AssetMark, Inc.	VALUE MAXIMIZATION INDEX	86/234755	2/17/2025

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