

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kestra Financial, Inc.		06/03/2019	Corporation: DELAWARE
Provis Management Group, LLC		06/03/2019	Limited Liability Company: FLORIDA
Rinvelt & David, LLC		06/03/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	Washington Blvd.		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4848336	ADVISOR ENTERPRISE	
Registration Number:	4861385	ADVISORCOMPLETE	
Serial Number:	86913184	KESTRA	
Serial Number:	86983057	KESTRA	
Serial Number:	86913195	KESTRA FINANCIAL	
Registration Number:	5635425	KESTRA FINANCIAL	
Registration Number:	4622037	KESTROS	
Registration Number:	2843333	PERSONAL FINANCIAL OFFICER PFO	
Registration Number:	1767650	PROVISE	
Registration Number:	3347201	RINVELT & DAVID LLC PERSONAL FINANCIAL P	
CORRESPONDENCE DATA			
Fax Number:	2124494900		
<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:	212-390-4147		

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TRADEMARK

Email: amanda.cirella@kirkland.com
Correspondent Name: Amanda Cirella (Paralegal)
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Amanda Cirella

SIGNATURE: /Amanda Cirella/

DATE SIGNED: 06/03/2019

Total Attachments: 5

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source=Kingfisher - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 3, 2019 (this "Agreement"), among Kestra Financial, Inc., Provise Management Group, LLC, and Rinvelt & David, LLC (each, a "Grantor") and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among KINGFISHER HOLDING B, INC., a Delaware corporation ("Initial Holdings"), KINGFISHER HOLDING C, INC., a Delaware corporation ("Initial Borrower"), KESTRA ADVISOR SERVICES HOLDINGS A, INC., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of June 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Initial Holdings, the Initial Borrower, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each 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 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.


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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

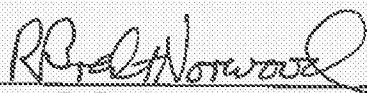
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


KESTRA FINANCIAL, INC., as Grantor

By: 
Name: R. Bredt Norwood
Title: Executive Vice President

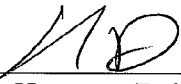
PROVISE MANAGEMENT GROUP, LLC,
as Grantor

By: 
Name: R. Bredt Norwood
Title: Vice President

RINVELT & DAVID, LLC, as Grantor

By: 
Name: R. Bredt Norwood
Title: Executive Vice President

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Darlene Arias
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006660 FRAME: 0326

Schedule I

United States Registered and Applied-For Trademarks


Kestra Financial, Inc.

Trademark	Reg. No/ Application No.	Filing/Reg. Date	Country	Classes
ADVISOR ENTERPRISE	4,848,336	Filed: 5/16/2013 Reg: 11/10/2015	USA	35
ADVISORCOMPLETE	4,861,385	Filed: 5/16/2013 Reg: 12/1/2015	USA	35, 42
KESTRA	86/913,184	Filed: 2/19/2016 Reg: Pending	USA	35, 36, 41, 42
KESTRA	86/983,057	Filed: 2/19/2016 Reg: Pending	USA	36
KESTRA FINANCIAL	86/913,195	Filed: 2/19/2016 Reg: Pending	USA	36
KESTRA FINANCIAL	5635425	Filed: 2/19/2016 Reg: 12/25/2018	USA	35, 36, 41, 42
KESTROS	4,622,037	Filed: 6/12/2013 Reg: 10/14/2014	USA	36

Provis Management Group, LLC

Trademark	Reg. No	Filing/Reg. Date	Country	Classes
PERSONAL FINANCIAL OFFICER PFO	2,843,333	Filed: 12/21/1999 Reg: 5/18/2004	USA	36
PROVISE	1,767,650	Filed: 8/24/1992 Reg: 4/27/1993	USA	36

Rinvelt & David, LLC

Trademark	Reg. No	Filing/Reg. Date	Country	Classes
 <p>RINVELT & DAVID LLC PERSONAL FINANCIAL PLANNING SPECIALISTS & Design</p>	3,347,201	Filed: 3/5/2007 Reg: 12/4/2007	USA	36