

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mesirow Financial Holdings, Inc.		06/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as administrative agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	STATE BANK: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1556080	MESIROW FINANCIAL	
Registration Number:	1568777	M MESIROW FINANCIAL	
Registration Number:	1612319	M	
Registration Number:	2311763	MESIROW FINANCIAL'S E-VIEW	
Registration Number:	3070664	THEMES ON THE ECONOMY	
Registration Number:	3153605	MESIROW FINANCIAL'S E-VIEW BENEFITS	
Registration Number:	3156643	E-VIEW SURETY	
Registration Number:	3490017	MESIROW FINANCIAL	
Registration Number:	3602054	PRECISIONALPHA	
Registration Number:	3884854	MESIROW FINANCIAL POLICE REPORT	
Registration Number:	5235277	MESIROW SMART PORTFOLIOS	
Registration Number:	5324986	INVEST@WORK	
Registration Number:	5758688	MESIROW FINANCIAL FAST	
Serial Number:	88355423	MESIROW FINANCIAL PRECISION RETIREMENT	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			

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Email:	hmiller@vedderprice.com
Correspondent Name:	Holly Miller
Address Line 1:	222 North LaSalle Street - 24th Floor
Address Line 2:	Vedder Price P.C.
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180000012
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	06/13/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 6th day of June, 2019 by MESIROW FINANCIAL HOLDINGS, INC., an Delaware corporation ("Grantor"), in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent");

W I T N E S S E T H:

WHEREAS, Grantor and its affiliates have entered into a certain Second Amended and Restated Credit Agreement dated as of June 6, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantor and its affiliates by the Lenders;

WHEREAS, Grantor has entered into a certain Guaranty and Collateral Agreement dated as of June 6, 2019, as amended from time to time (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not

included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license.


(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

**MESIROW FINANCIAL HOLDINGS,
INC., a Delaware corporation**

By: 
Renee M. Schreiber
Assistant Secretary

(Signature Page to Trademark Security Agreement)

Acknowledged:




CIBC BANK USA, as Administrative
Agent

By: 

Patrick Osborne
Associate Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Name of Owner	Trademark	Trademark Registration Number	Registration Date
Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL	1,556,080	Registered: September 12, 1989
Mesirow Financial Holdings, Inc.		1,568,777	Registered: November 28, 1989
Mesirow Financial Holdings, Inc.		1,612,319	Registered: September 4, 1990
Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL'S E-VIEW	2,311,763	Registered: January 25, 2000
Mesirow Financial Holdings, Inc.	THEMES ON THE ECONOMY	3,070,664	Registered: March 21, 2006
Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL'S E-VIEW BENEFITS	3,153,605	Registered: October 10, 2006
Mesirow Financial Holdings, Inc.	E-VIEW SURETY	3,156,643	Registered: October 17, 2006
Mesirow Financial Holdings, Inc.		3,490,017	Registered: August 19, 2008
Mesirow Financial Holdings, Inc.	PRECISIONALPHA	3,602,054	Registered: April 7, 2009
Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL POLICE REPORT	3,884,854	Registered: December 7, 2010
Mesirow Financial Holdings, Inc.	MESIROW SMART PORTFOLIOS	5,235,277	Registered: July 4, 2017
Mesirow Financial Holdings, Inc.	INVEST@WORK	5,324,986	Registered: October 31, 2017

Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL FAST	5,758,688	Registered: May 21, 2019
Mesirow Financial Holdings, Inc.	MESIROW FINANCIAL PRECISION RETIREMENT	Application No. 88/355,423	Filed: March 25, 2019