

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531196

<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>
CLS Investments, LLC		07/10/2019	Limited Liability Company: NEBRASKA
F T J FundChoice, L.L.C.		07/10/2019	Limited Liability Company: MISSOURI
Orion Advisor Solutions, LLC (f/k/a NorthStar EYBA, LLC)		07/10/2019	Limited Liability Company: DELAWARE
Orion Advisor Services, LLC		07/10/2019	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5693358	FUNDCHOICE	
<b>Registration Number:</b>	5627921	ORION	
<b>Registration Number:</b>	5779757	ORION ENTERPRISE	
<b>Serial Number:</b>	88194943	INVESTOR BLUEPRINT	
<b>Serial Number:</b>	88456900	CLS INVESTMENTS	
<b>Serial Number:</b>	87883526	ORION	
<b>Serial Number:</b>	88069648	ORION ADVISOR TECH	
<b>Serial Number:</b>	88069662	ORION ADVISOR TECHNOLOGY	
<b>Serial Number:</b>	88167910	ORION PORTFOLIO SOLUTIONS	
<b>Serial Number:</b>	88310581	ECLIPSE	
<b>Serial Number:</b>	88456716	ORION ADVISOR SOLUTIONS	
<b>Serial Number:</b>	88456999	ORION PLANNING	
<b>Serial Number:</b>	88457034	ORION CLIENT EXPERIENCE	
<b>Serial Number:</b>	88456687	MMS	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Serial Number:	88456801	ELEMENT
Serial Number:	88488048	INNOVATE. DISRUPT. WIN.

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312.577.8034

**Email:** oscar.ruiz@kattenlaw.com

**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-485 (1L)
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	07/10/2019

**Total Attachments: 6**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 10, 2019 (this “Agreement”), is made by CLS Investments, LLC, a Nebraska limited liability company, F T J FundChoice, L.L.C., a Missouri limited liability company, Orion Advisor Solutions, LLC (f/k/a NorthStar EYBA, LLC), a Delaware limited liability company, and Orion Advisor Services, LLC, a Nebraska limited liability company (the “Debtors”), in favor of Antares Capital LP (“Antares”), as collateral agent for the Secured Creditors (as defined in the Security Agreement hereinafter identified and defined) (Antares acting as such collateral agent and any successor or successors to Antares in such capacity being hereinafter referred to as the “Collateral Agent”).

WHEREAS, the Debtors are party to that certain First Lien Security Agreement, dated as of May 25, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among the Debtors, the Collateral Agent and the other debtors party thereto, pursuant to which the Debtors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtors hereby agree with the Collateral Agent as follows:

Section 1. Defined Terms. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement. The rules of construction specified in Section 1(a) of the Security Agreement shall also apply to this Agreement mutatis mutandis.

Section 2. Grant of Security Interest in Trademark Collateral. As collateral security for the Secured Obligations, the Debtors hereby grant to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in all of such Debtors’ Trademarks, including the Trademark registrations and pending applications for registration in the U.S. Patent and Trademark Office listed on Schedule A attached hereto and all proceeds of the foregoing, in each case, to the extent the foregoing items constitute Collateral (collectively, the “Trademark Collateral”).

Section 3. Certain Limited Exclusions. Notwithstanding the foregoing, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Section 4. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and the Debtors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set

forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

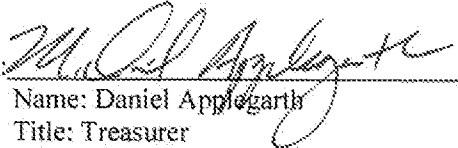
Section 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tiff”) will be effective as delivery of a manually executed counterpart thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

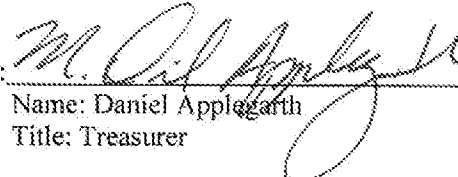
**CLS INVESTMENTS, LLC,**

By:   
Name: Daniel Applegarth  
Title: Treasurer

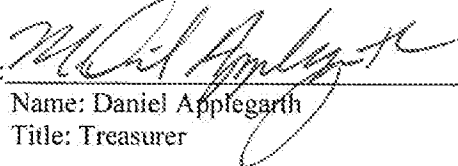
**F T J FUNDCHOICE, L.L.C.,**

By:   
Name: Daniel Applegarth  
Title: Treasurer

**ORION ADVISOR SOLUTIONS, LLC,**

By:   
Name: Daniel Applegarth  
Title: Treasurer

**ORION ADVISOR SERVICES, LLC,**

By:   
Name: Daniel Applegarth  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Collateral Agent

By: Devasena Vallabhaneni  
Name: Devasena Vallabhaneni  
Title: Duly Authorized Signatory

**SCHEDULE A**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Registered Owner	Serial No.	Filing Date	Registration No.	Registration Date
FUNDCHOICE	F T J Fundchoice, L.L.C.	87812191	2/27/18	5693358	3/5/19
ORION	Orion Advisor Services, LLC	87945341	6/1/18	5627921	12/11/18
ORION ENTERPRISE	Orion Advisor Services, LLC	88167903	10/24/18	5779757	6/18/19
INVESTOR BLUEPRINT	CLS Investments, LLC	88194943	11/15/18	N/A	N/A
CLS INVESTMENTS	CLS Investments, LLC	88456900	6/3/19	N/A	N/A
ORION	Orion Advisor Services, LLC	87883526	4/19/18	N/A	N/A
ORION ADVISOR TECH	Orion Advisor Services, LLC	88069648	8/8/18	N/A	N/A
ORION ADVISOR TECHNOLOGY	Orion Advisor Services, LLC	88069662	8/8/18	N/A	N/A
ORION PORTFOLIO SOLUTIONS	Orion Advisor Services, LLC	88167910	8/24/18	N/A	N/A
ECLIPSE	Orion Advisor Services, LLC	88310581	2/21/19	N/A	N/A
ORION ADVISOR SOLUTIONS	Orion Advisor Services, LLC	88456716	6/3/19	N/A	N/A
ORION PLANNING	Orion Advisor Services, LLC	88456999	6/3/19	N/A	N/A
ORION CLIENT EXPERIENCE	Orion Advisor	88457034	6/3/19	N/A	N/A

	Services, LLC				
MMS	F T J FundChoice, L.L.C.	88456687	6/3/19	N/A	N/A
ELEMENT	F T J FundChoice, L.L.C.	88456801	6/3/19	N/A	N/A
INNOVATE. DISRUPT. WIN.	Orion Advisor Solutions, LLC	88488048	6/25/19	N/A	N/A