

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534201

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900507767		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSETMARK, INC.		06/22/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85153279	THE COMPLEAT ADVISOR	
Serial Number:	85042144	DIAS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1110650 TM		
NAME OF SUBMITTER:	Mariah Jo Kenna		
SIGNATURE:	/Mariah Jo Kenna/		
DATE SIGNED:	07/30/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT dated as of June 22, 2019 (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.

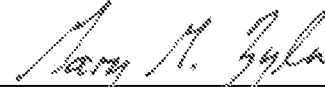
SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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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:

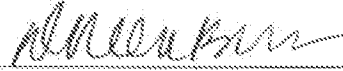


Name: Gary G. Zyla

Title: Executive Vice President, Chief
Financial Officer and Treasurer

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

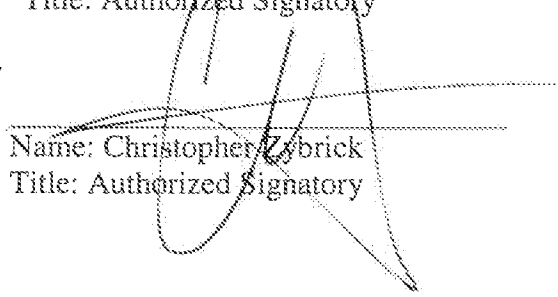
by



Name: Doreen Barr

Title: Authorized Signatory

By



Name: Christopher Zybrick

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006708 FRAME: 0103

SCHEDULE I

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Application/Registration Number</u>	<u>Expiration Date</u>
AssetMark, Inc.	THE COMPLETE ADVISOR	85/153279	12/13/2021
AssetMark, Inc.	DIAS	85/042144	1/4/2021