

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		12/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87981985	ADVICEWORKS
Registration Number:	5863594	D
Serial Number:	88650720	PARTNERWORKS
Serial Number:	87981984	
Registration Number:	5916738	DECIPHER
Serial Number:	88418804	INVESTPATH
Serial Number:	88383261	SETINCOME
Serial Number:	87948566	ADVICEWORKS
Serial Number:	87492455	ADVICE-CENTRIC EXPERIENCE
Serial Number:	87949484	

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK

Address Line 4:	Washington, D.C. 20006
ATTORNEY DOCKET NUMBER:	37199.09500
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/05/2019
Total Attachments: 5 source=Cetera Incremental - Supplemental First Lien Trademark Security Agreement#page1.tif source=Cetera Incremental - Supplemental First Lien Trademark Security Agreement#page2.tif source=Cetera Incremental - Supplemental First Lien Trademark Security Agreement#page3.tif source=Cetera Incremental - Supplemental First Lien Trademark Security Agreement#page4.tif source=Cetera Incremental - Supplemental First Lien Trademark Security Agreement#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of December 2, 2019 (this "Agreement"), among Cetera Financial Holdings, Inc., a Delaware corporation (the "Grantor"), and UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among GC Two Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), Aretec Group, Inc., a Delaware corporation (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and UBS AG, Stamford Branch, as Administrative Agent, and (b) the First Lien Collateral Agreement dated of even date with the First Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and UBS AG, Stamford Branch, 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 First Lien Credit Agreement. The Grantor (other than the Borrower) 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 the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under all of the Grantor's United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in 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" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only 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 trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. First Lien Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien 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 First Lien 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

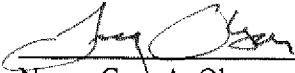
SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

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.

[Remainder of Page Intentionally Left Blank]

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

Cetera Financial Holdings, Inc.

By: 
Name: Greg A. Olson
Title: Assistant Secretary

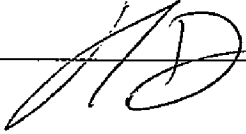
[Signature Page to Supplemental First Lien Trademark Security Agreement]

ACKNOWLEDGED AND AGREED BY:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name: _____
Title: _____




Darlene Arias
Director

By: 
Name: _____
Title: _____

Houssein Daly
Associate Director
Banking Products Services, US

[Signature Page to Supplemental First Lien Trademark Security Agreement]

TRADEMARK COLLATERAL

Registrant	Mark	Serial No.	Registration No.	Registration Date
Cetera Financial Holdings, Inc.	ADVICEWORKS	87981985*	N/A	N/A
Cetera Financial Holdings, Inc.		87579339	5863594	9/17/2019
Cetera Financial Holdings, Inc.	PARTNERWORKS	88650720*	N/A	N/A
Cetera Financial Holdings, Inc.		87981984*	N/A	N/A
Cetera Financial Holdings, Inc.	DECIPHER	88311944	5916738	11/19/2019
Cetera Financial Holdings, Inc.	INVESTPATH	88418804*	N/A	N/A
Cetera Financial Holdings, Inc.	SETINCOME	88383261*	N/A	N/A
Cetera Financial Holdings, Inc.	ADVICEWORKS	87948566*	N/A	N/A
Cetera Financial Holdings, Inc.	ADVICE-CENTRIC EXPERIENCE	87492455*	N/A	N/A
Cetera Financial Holdings, Inc.		87949484*	N/A	N/A

*This application is designated as "Intent-To-Use" as of the date of this Agreement.