

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552045

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, STAMFORD BRANCH, as Collateral Agent
<b>Street Address:</b>	600 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	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

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

SECOND 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 Second Lien Credit Agreement, dated as of October 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Credit Agreement. The 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 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second 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. Second 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 Second 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 Second 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 Second Lien Collateral Agreement, the terms of the Second 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.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (a) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Designated Senior Priority Representative and (b) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions contained in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[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.

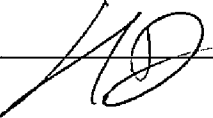
By:   
Name: Greg A. Olson  
Title: Assistant Secretary

*[Signature Page to Supplemental Second Lien Trademark Security Agreement]*

ACKNOWLEDGED AND AGREED BY:




UBS AG, STAMFORD BRANCH, as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Darlene Arias  
Director

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Housseem Daly  
Associate Director  
Banking Products Services, US

*[Signature Page to Supplemental Second Lien Trademark Security Agreement]*

TRADEMARK COLLATERAL

<b>Registrant</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
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.