

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLWORTH FINANCIAL, L.P.		01/01/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, as Administrative Agent		
Street Address:	500 WEST MONROE STREET		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4799876	SIMPLY MONEY	
Registration Number:	3672095	SIMPLY MONEY	
Registration Number:	3501473	SIMPLY MONEY	
Registration Number:	4923482	SIMPLY MONEY	
Registration Number:	5396796	SIMPLY MONEY MEDIA	
Registration Number:	4845065	WE MAKE MONEY SIMPLE	
Registration Number:	4788530		
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		

CH \$190.00 4799876

DATE SIGNED:	01/02/2020
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Total Attachments: 4

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of January 1, 2020, by and among ALLWORTH FINANCIAL, L.P., a Delaware limited partnership (the “*Grantor*”) and ANTARES CAPITAL LP, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 1, 2020 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.


This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

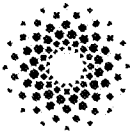
IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

ALLWORTH FINANCIAL, L.P.

By: 
Name: Pete Engelken
Title: Chief Operating Officer and
Vice President

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

1. Trademark Registrations

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Class	Status	Current Owner of Record
SIMPLY MONEY	86976166 13-JUN-2014	4799876 25-AUG-2015	25-AUG-2025	36, 41	Registered	Allworth Financial, L.P.*
SIMPLY MONEY	77612173 11-NOV-2008	3672095 25-AUG-2009	27-AUG-2029	16	Registered	Allworth Financial, L.P.*
SIMPLY MONEY	77394077 11-FEB-2008	3501473 16-SEP-2008	18-SEP-2028	41	Registered	Allworth Financial, L.P.*
SIMPLY MONEY	86309417 13-JUN-2014	4923482 22-MAR-2016	22-MAR-2026	36	Registered	Allworth Financial, L.P.*
SIMPLY MONEY MEDIA	86648518 02-JUN-2015	5396796 06-FEB-2018	06-FEB-2028	41	Registered	Allworth Financial, L.P.*
WE MAKE MONEY SIMPLE	86571476 20-MAR-2015	4845065 03-NOV-2015	03-NOV-2025	36, 41	Registered	Allworth Financial, L.P.*
	86309484 13-JUN-2014	4788530 11-AUG-2015	11-AUG-2025	36, 41	Registered	Allworth Financial, L.P.*

* Please note that Simply Money IP Holdings, LLC was the previous owner to the Allworth Financial, L.P. trademarks. Simply Money IP Holdings, LLC merged into Allworth Financial, L.P. on July 26, 2019. An assignment to reflect the current owner as Allworth Financial, L.P. was filed with the United States Patent and Trademark Office on December 16, 2019.

2. Trademark Applications

None.