

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557514

| | | | |
|---|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advantage Capital Holdings LLC | | 01/09/2020 | Limited Liability Company: DELAWARE |
| Advantage West LLC | | 01/09/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | 214 N. Tryon Street | | |
| Internal Address: | 26th Floor | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | as Administrative Agent and Collateral Agent: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5713674 | RETIREMENT PLUS MULTIPLIER | |
| Registration Number: | 5290331 | A-CAP MANAGEMENT | |
| Registration Number: | 5290329 | A-CAP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7137547550 | | |
| <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: | 7133743550 | | |
| Email: | sheffieldl@gtlaw.com | | |
| Correspondent Name: | Lucresha Sheffield | | |
| Address Line 1: | 1000 Louisiana St | | |
| Address Line 2: | Suite 1700 | | |
| Address Line 4: | Houston, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 187748-010200 | | |
| NAME OF SUBMITTER: | Lucresha M. Sheffield | | |
| SIGNATURE: | /Lucresha M. Sheffield/ | | |

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| | |
|---------------------|------------|
| DATE SIGNED: | 01/14/2020 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

January 9, 2020

WHEREAS, Advantage Capital Holdings LLC, a Delaware limited liability company (“**A-Cap**”), and Advantage West LLC, a Delaware limited liability company (“**A-West**”, and together with A-Cap, the “**Grantors**”) owns or licenses the Trademark Collateral (as defined below);

WHEREAS, A-Cap, Advantage Capital Management LLC, a New York limited liability company (collectively, the “**Borrowers**”), the other Loan Parties party thereto, the Lenders party thereto, and U.S. Bank National Association, as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of January 9, 2020 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement, dated as of January 9, 2020 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”), among the Borrowers, the Guarantors party thereto and U.S. Bank National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each of the Grantors has secured certain of its obligations (the “**Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in substantially all personal property of each of the Grantors, including all right, title and interest of each of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Pledged Trademark (as defined in the Guarantee and Collateral Agreement) owned by such Grantor, including, without limitation, each Pledged Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Pledged Trademark; *provided* that no security interest shall be granted in any U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Pledged Trademark License (as defined in the Guarantee and Collateral Agreement) to which such Grantor is the licensee, including, without limitation, each Pledged Trademark License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Pledged Trademark owned by such Grantor (including, without limitation, any Pledged Trademark identified in Schedule 1 hereto), and all rights and benefits of such Grantor under any Pledged Trademark License (including, without limitation, any Pledged Trademark License identified in Schedule

1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each of the Grantors irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, each of the Grantors agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each of the Grantors to the Grantee pursuant to the Guarantee and Collateral Agreement. Each of the Grantors acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

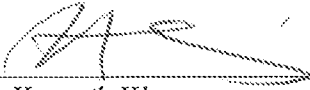
Notwithstanding the foregoing and notwithstanding the occurrence of an Event of Default, the Collateral Agent hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to all Trademark Collateral are subject to any license agreement or other commercial agreement of each of the Grantors (with a non-Affiliate counterparty) with respect to such Trademark Collateral if the applicable license agreement or other commercial agreement was in existence on the Closing Date or entered into by such Grantor after the Closing Date in the ordinary course of business or consistent with past practice, including such counterparty's rights, if any, under Section 365(n) of the Bankruptcy Code.

The Collateral Agent has executed this Trademark Security Agreement as directed under and in accordance with the Credit Agreement and will perform this Trademark Security Agreement solely in its capacity as Collateral Agent and not individually. In performing under this Trademark Security Agreement, the Collateral Agent shall have all rights, protections, immunities and indemnities granted it under the Credit Agreement. Subject to the terms of the Credit Agreement, the Collateral Agent shall have no obligation to perform or exercise any discretionary act.

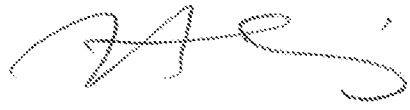
[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ADVANTAGE CAPITAL HOLDINGS LLC

By: 
Name: Kenneth King
Title: Manager

ADVANTAGE WEST LLC

By: 
Name: Kenneth King
Title: Manager



Acknowledged:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: *Crystal Crudup Burt*
Name: Crystal Crudup-Burt
Title: Vice President

Schedule 1
to Trademark
Guarantee and Collateral Agreement

U.S. TRADEMARK REGISTRATIONS

| GRANTOR | TRADEMARK | REG. NO. | REG. DATE |
|-----------------------------------|---|-------------|-----------------------|
| Advantage West LLC | RETIREMENT PLUS MULTIPLIER. | 5,713,674 | April 2, 2019 |
| Advantage Capital Holdings LLC | A-CAP MANAGEMENT  | 5,290,331 | September 19, 2017 |
| Advantage Capital Holdings LLC | A-CAP  | 5,290,329 | September 19, 2017 |

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