

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562289

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advisor Group, Inc		02/14/2020	Corporation: MARYLAND
Ladenburg Thalmann Financial Services Inc.		02/14/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Site 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5967255	EQUIPT	
<b>Registration Number:</b>	5967254	EQUIPT	
<b>Registration Number:</b>	5874788	MYCMO	
<b>Registration Number:</b>	5882242	WOODBURY FINANCIAL MEMBER OF ADVISOR GRO	
<b>Registration Number:</b>	5882241	WOODBURY FINANCIAL	
<b>Registration Number:</b>	5788513	EQUIPT	
<b>Registration Number:</b>	5710762	EQUIPT	
<b>Registration Number:</b>	5598414	AG ADVISOR GROUP	
<b>Registration Number:</b>	5316334	IN YOUR CORNER	
<b>Registration Number:</b>	4478263	FSC	
<b>Registration Number:</b>	4242052	ROYAL ALLIANCE	
<b>Registration Number:</b>	4478147	TRANSITIONONE	
<b>Registration Number:</b>	3927050	VISION2020 WEALTH MANAGEMENT	
<b>Registration Number:</b>	2809527	VISION2020	
<b>Registration Number:</b>	3796832	SAGEPOINT	
<b>Registration Number:</b>	2822245	VISION 2020 ONEVIEW	
<b>Registration Number:</b>	2715251	VISION2020 ADVISOR	
<b>TRADEMARK</b>			

CH \$490.00 5967255

Property Type	Number	Word Mark
Registration Number:	2597868	WOODBURY FINANCIAL CUSTOM ALLOCATION PRO
Registration Number:	3647154	DRIVING FINANCIAL GROWTH SINCE 1876

**CORRESPONDENCE DATA**

**Fax Number:** 2024083141

*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:** 2024083141

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** CSC

**Address Line 1:** 1090 Vermont Avenue, NW

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	182005
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	02/14/2020

**Total Attachments: 5**

- source=2-14-2020 Advisor Group-Wilmington Trust-TM#page1.tif
- source=2-14-2020 Advisor Group-Wilmington Trust-TM#page2.tif
- source=2-14-2020 Advisor Group-Wilmington Trust-TM#page3.tif
- source=2-14-2020 Advisor Group-Wilmington Trust-TM#page4.tif
- source=2-14-2020 Advisor Group-Wilmington Trust-TM#page5.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 14, 2020, is made by Advisor Group, Inc., a Delaware corporation and Ladenburg Thalmann Financial Services Inc., a Florida corporation (each a “Grantor” and together the “Grantors”), in favor of the Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Indenture, dated as of February 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among AG Issuer, LLC, a Delaware limited liability company (the “Escrow Issuer”), to be merged with and into Advisor Group Holdings, Inc., a Delaware corporation (“AG” or the “Company”), AG Parent Corp., a Delaware corporation (“Holdings”), the Guarantors from time to time party thereto and Wilmington Trust, National Association, a national banking association, in its capacity as trustee (in such capacity, the “Trustee”) and as the collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of February 14, 2020 in favor of the Collateral Agent (together with all amendments, restatements, amended and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Assets; and

NOW THEREFORE, in consideration of the premises the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, but excluding the Excluded Assets; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the

Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture or the Security Agreement, the terms of the Indenture or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as the Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, including without limitation those set forth in Sections 7.7 and 12.7(z) of the Indenture, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADVISOR GROUP, INC.,  
as a Grantor

By: 

Name: Ahmed Hassanein

Title: Chief Accounting Officer


LADENBURG THALMANN FINANCIAL  
SERVICES INC.,  
as a Grantor

By: 

Name: Ahmed Hassanein

Title: Chief Accounting Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as the Collateral Agent

By:   
Name: Jane Y. Schweiger  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006864 FRAME: 0992**

**SCHEDULE A**

**Trademark Registrations and Applications**

**U.S. Trademarks and Applications:**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Advisor Group, Inc.	EQUIPT	88517277 07/16/2019	5967255 01/21/2020
2.	Advisor Group, Inc.	EQUIPT	88517266 07/16/2019	5967254 01/21/2020
3.	Advisor Group, Inc.	MYCMO	87523248 07/11/2017	5874788 10/01/2019
4.	Advisor Group, Inc.	WOODBURY FINANCIAL MEMBER OF ADVISOR GROUP	88112576 09/11/2018	5882242 10/15/2019
5.	Advisor Group, Inc.	WOODBURY FINANCIAL	88112506 09/11/2018	5882241 10/15/2019
6.	Advisor Group, Inc.	EQUIPT	87606303 09/13/2017	5788513 06/25/2019
7.	Advisor Group, Inc.	EQUIPT	87630779 10/02/2014	5710762 03/26/2019
8.	Advisor Group, Inc.	AG ADVISOR GROUP	87397475 04/04/2017	5598414 11/06/2018
9.	Advisor Group, Inc.	IN YOUR CORNER	87397480 04/04/2017	5316334 10/24/2017
10.	Advisor Group, Inc.	FSC	86013901 07/18/2013	4478263 02/04/2014
11.	Advisor Group, Inc.	ROYAL ALLIANCE	85600257 04/17/2012	4242052 11/13/2012
12.	Advisor Group, Inc.	TRANSITIONONE	85974292 07/01/2013	4478147 02/04/2014
13.	Advisor Group, Inc.	VISION2020 WEALTH MANAGEMENT	85066634 06/18/2010	3927050 03/01/2011
14.	Advisor Group, Inc.	VISION2020	78195480 12/17/2002	2809527 01/27/2004
15.	Advisor Group, Inc.	SAGEPOINT	77644750 01/07/2009	3796832 06/01/2010
16.	Advisor Group, Inc.	VISION 2020 ONEVIEW	76415839 06/04/2002	2822245 03/16/2004
17.	Advisor Group, Inc.	VISION2020 ADVISOR	76355578 01/04/2002	2715251 05/13/2003
18.	Advisor Group, Inc.	WOODBURY FINANCIAL CUSTOM ALLOCATION PROGRAM	76309770 09/07/2001	2597868 07/23/2002
19.	Ladenburg Thalmann Financial Services Inc.	DRIVING FINANCIAL GROWTH SINCE 1876	77629659 12/09/2008	3647154 06/30/2009

**TRADEMARK**

**RECORDED: 02/14/2020**

**REEL: 006864 FRAME: 0993**