

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advisor Group, Inc		02/14/2020	Corporation: MARYLAND
Ladenburg Thalmann Financial Services Inc.		02/14/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3647154	DRIVING FINANCIAL GROWTH SINCE 1876	
Registration Number:	5967255	EQUIPT	
Registration Number:	5967254	EQUIPT	
Registration Number:	5874788	MYCMO	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	182005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/14/2020		

CH \$115.00 3647154

Total Attachments: 5

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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 Maryland corporation (“Advisor Group”) and Ladenburg Thalmann Financial Services Inc., a Florida corporation (“Ladenburg”) and, together with Advisor Group, the “Grantors”), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AG Parent Corp., a Delaware corporation (“Holdings”), Advisor Group Holdings, Inc., a Delaware corporation (the “Borrower”), the several lenders from time to time parties thereto and UBS AG, Stamford Branch, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of August 1, 2019 in favor of the 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 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 Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, each 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 Credit Agreement and the Security Agreement.

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 Property (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 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 Property; 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.

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.

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 Credit Agreement 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 Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

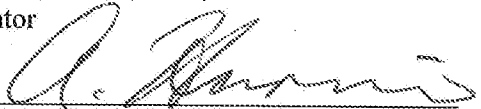
Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

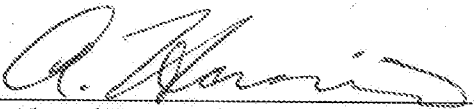
[Signature page follows]

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

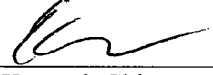
LADENBURG THALMANN FINANCIAL
SERVICES INC.,
as a Grantor

By: 
Name: Ahmed Hassanein
Title: Chief Accounting Officer

UBS AG, STAMFORD BRANCH,
as the Collateral Agent

By:  _____

Name: Darlene Arias
Title: Director

By:  _____

Name: Kenneth Chin
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations and Applications

OWNER	MARK	APPLICATION / REGISTRATION NUMBER
Ladenburg Thalmann Financial Services Inc.	DRIVING FINANCIAL GROWTH SINCE 1876	3647154
Advisor Group, Inc.	EQUIPT	5967255
Advisor Group, Inc.	EQUIPT	5967254
Advisor Group, Inc.	MYCMO	5874788