

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563176

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPFINANCIAL PARTNERS, LLC		09/12/2019	Limited Liability Company: NORTH CAROLINA
THE CAPFINANCIAL GROUP, LLC		09/12/2019	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Suntrust Bank
Street Address:	303 Peachtree St. N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	banking corporation: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4670762	C CATAWBA CAPITAL MANAGEMENT
Registration Number:	4781595	PLANQUEST
Registration Number:	3302529	C
Registration Number:	5075265	DIRECT FIDUCIARY
Registration Number:	4410659	FIDUCIARY LEADERSHIP
Registration Number:	4510033	FREEDOM 401(K)
Registration Number:	4868065	FREEDOM 403B
Registration Number:	2582838	FREEDOM ONE
Registration Number:	4868066	PROVIDERLINK
Registration Number:	4847520	RETIREMENT BLUEPRINT

CORRESPONDENCE DATA

Fax Number: 7044441111

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: 7044441124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

CH \$265.00 4670762

Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 02/21/2020

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2019 (this "Security Agreement"), is made by THE CAPFINANCIAL GROUP, LLC, a North Carolina limited liability company (the "Borrower"), and CAPFINANCIAL PARTNERS, LLC, a North Carolina limited liability company ("Partners" and together with the Borrower, each a "Grantor" and collectively, the "Grantors"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Borrower, Partners, certain other Subsidiaries of the Borrower, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of September 12, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including Partners, have entered into the Guaranty and Security Agreement, dated as of September 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its respective right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to each Grantor of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder; provided that each Grantor is obligated to take such actions solely and to the extent required under the Guaranty and Security Agreement.

SECTION 5. Counterparts. This Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 7. Termination/Release. This Security Agreement shall terminate, and the Liens created under this Security Agreement shall be released and terminated in accordance with the terms of the Guaranty and Security Agreement.

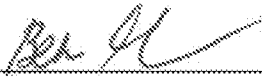
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE CAPFINANCIAL GROUP, LLC

By: 
Name: Ben Goldstein
Title: Vice President & Chief Operating Officer

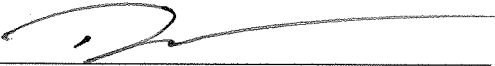
CAPFINANCIAL PARTNERS, LLC

By: 
Name: Ben Goldstein
Title: Vice President & Chief Operating Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: David T. Fournier
Title: Managing Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Registration No./ Serial No.	Registration Date	Owner
C CATAWBA CAPITAL MANAGEMENT and Design 	RN: 4,670,762 SN: 86/289,691	Jan. 13, 2015	The Capfinancial Group, LLC
PLANQUEST	RN: 4,781,595 SN: 86/471,078	Jul. 28, 2015	The CapFinancial Group, LLC
C and Design 	RN: 3,302,529 SN: 78/949,408	Oct. 2, 2007	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
DIRECT FIDUCIARY	RN: 5,075,265 SN: 86/496,140	Nov. 1, 2016	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
FIDUCIARY LEADERSHIP	RN: 4,410,659 SN: 85/854,534	Oct. 1, 2013	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
FREEDOM 401(K)	RN: 4,510,033 SN: 86/025,868	Apr. 8, 2014	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
FREEDOM 403B	RN: 4,868,065 SN: 86/410,205	Dec. 8, 2015	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
FREEDOM ONE	RN: 2,582,838 SN: 75/738,276	Jun. 18, 2002	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
PROVIDERLINK	RN: 4,868,066 SN: 86/410,211	Dec. 8, 2015	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors
RETIREMENT BLUEPRINT	RN: 4,847,520 SN: 86/410,198	Nov. 3, 2015	CapFinancial Partners, LLC, DBA CAPTRUST Financial Advisors

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

CapFinancial Partners, LLC licenses, pursuant to a Service Mark License Agreement with CapTrust Advisors Association ("Licensor"), the use of the CAPTRUST FINANCIAL ADVISORS service mark and assumed business name (together with CAPTRUST®, the "Marks"). Licensor grants Partners the non-exclusive, royalty-free right to use the Marks in connection with the following services: "financial management; investment advice; investment brokerage" services in International Class 036, as an assumed business name with those services, and in all advertising and promotion for those services, provided that Partners offers the services in accordance with the quality standards and specifications set out in the Service Mark License Agreement.