

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAGNATOKARP PARTNERS, LLC		06/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OAK STREET FUNDING LLC, as Administrative Agent		
Street Address:	8888 Keystone Crossing		
Internal Address:	Suite 1700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5940335	LIFETIME CAPITAL NEEDS	
Registration Number:	5904254	WEALTH SURPLUS	
Serial Number:	88371507	INTELLIGENT WEALTH MANAGEMENT	
Serial Number:	88788907	MAGIC NUMBER	
Serial Number:	88788909	ROADMAP PROCESS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	072896-05		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		

CH \$140.00 5940335

DATE SIGNED:	06/19/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of June 16, 2020, to be effective at all times on and after the consummation of the Acquisition, by and between **PAGNATOKARP PARTNERS, LLC**, a Delaware limited liability company (“Debtor”), whose principal place of business and mailing address is 444 W Lake Street, Suite 4700, Chicago, IL 60606, and **OAK STREET FUNDING LLC**, a Delaware limited liability company located at 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana 46240, in its capacity as Administrative Agent (together with its successors and assigns in such capacity, “Administrative Agent”) for the benefit of all of the Secured Creditors, as follows:

1. SECURED OBLIGATIONS; SECURITY INTERESTS.

(a) Debtor is indebted to Secured Creditors pursuant to, among other things: (a) the Loan Agreement (as defined below), (b) the Security Agreement, dated as of even date herewith, by and among Administrative Agent and certain other parties thereto, and as joined by Debtor (as the same may be amended, amended and restated, replaced, renewed or otherwise modified from time to time, the “Security Agreement”), and (c) any other Loan Document to which Debtor is a party.

(b) As security for payment and performance, as the case may be, in full of the Secured Obligations, Debtor hereby grants to Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement.

2. TRADEMARK COLLATERAL. The collateral in which a security interest and Lien is hereby granted comprises, collectively (all of the following being, collectively, the “Trademark Collateral”): (a) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent-to-Use Applications (as defined below) for so long as, in the manner, and to the extent, expressly provided below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks and the Trademark Licenses (as defined below (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”)); (g) the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, but subject to the proviso below, nothing in this Agreement is, or is intended or may be construed to be, a collateral assignment of, or grant of Lien on, any United States intent-to-use trademark applications (“Intent-to-Use Applications”) to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such Intent-to-Use Applications under applicable federal Law; provided, that, with respect to any Intent-to-Use Application in which Debtor has any right, title or interest, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing of a statement of use with the United States Patent and

Trademark Office pursuant to 15 USC §1051(c-d), each such Intent-to-Use Application and the resulting registration shall automatically be considered and become a part of the Trademark Collateral.

3. DEFINITIONS. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement, dated as of April 20, 2020, by and among CRESSET ASSET MANAGEMENT, LLC, a Delaware limited liability company (“CAM”), CRESSET ASSET MANAGEMENT ACQUISITION, LLC, a Delaware limited liability company (“MatureCo”), CRESSET EVANSTON ADVISORS, LLC, a Delaware limited liability company (“Advisors”), CRESSET TAX SERVICES, LLC, a Delaware limited liability company (“Tax”), CRESSET CYPRESS WEALTH ADVISORS LLC, a Delaware limited liability company (“Wealth”), CRESSET MANAGEMENT SERVICES, LLC, a Delaware limited liability company (“Management”), and, on and after the consummation of the Acquisition, Debtor (Debtor, together with CAM, MatureCo, Advisors, Tax, Wealth and Management, and any other Person that is added to the Loan Agreement as a “Borrower” from time to time, each a “Borrower” and, collectively, “Borrowers”), Administrative Agent, the Lenders from time to time party thereto, the Guarantors from time to time party thereto, and the other parties from time to time party thereto (as the same may be amended, amended and restated, replaced, renewed or otherwise modified from time to time, the “Loan Agreement”). All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein “Trademark Licenses” means, collectively, each license of a Trademark by Debtor as licensor.

4. GENERAL PROVISIONS.

(a) All rights of Administrative Agent shall inure to the benefit of its, and each of the other Secured Creditor’s, successors and permitted assigns and all obligations of Debtor shall bind the successors and permitted assigns of Debtor; provided, that, that Debtor may not assign or otherwise transfer any of its rights or obligations hereunder or under any other Loan Document to which it is a party or otherwise bound except in accordance with the Loan Agreement.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement once all of the parties hereto have executed and delivered this Agreement to Administrative Agent. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) This Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal Laws of, the State of Indiana, without regard to principles of conflicts of Law that would apply the Law of any State other than the State of Indiana. Debtor and Administrative Agent agree that the state and federal courts in Hamilton County, Indiana or any other court in which Administrative Agent initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Agreement and the other Loan Documents, WITHOUT LIMITATION ON THE ABILITY OF ADMINISTRATIVE AGENT OR THE OTHER SECURED CREDITORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY

APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS AND THE EXERCISE OF ALL OF ADMINISTRATIVE AGENT'S AND THE OTHER SECURED CREDITOR'S RIGHTS AGAINST DEBTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF DEBTOR.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Administrative Agent to file with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments hereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country).

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Administrative Agent's Lien on, the "Collateral" as defined in the Security Agreement, or Administrative Agent's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Administrative Agent, for the benefit of Secured Creditors, under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Administrative Agent.

(g) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Administrative Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy.

(i) If there is any conflict, ambiguity, or inconsistency, in Administrative Agent's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Administrative Agent's judgment, providing Administrative Agent with the greater rights, remedies, powers, privileges, or benefits will control.

(j) This Agreement will automatically terminate ("Termination") upon (i) the Payment in Full of the Secured Obligations and (ii) the termination of the Loan Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Administrative Agent, and Administrative Agent will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and will

deliver UCC termination statements to evidence and record the release with respect to its Liens on the Trademark Collateral granted herein.

(k) All Liens granted or contemplated hereby shall be for the benefit of Administrative Agent, individually, and all of the other Secured Creditors, and all proceeds or payments realized from Trademark Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Loan Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written, to be effective at all times on and after the consummation of the Acquisition.

DEBTOR:

PAGNATOKARP PARTNERS, LLC

By: Cresset Capital Management
LLC, its Manager

By: 
Christopher Boehm,
Authorized Representative

ADMINISTRATIVE AGENT:

**OAK STREET FUNDING LLC, as
Administrative Agent**

By: _____
Richard S. Dennen, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written, to be effective at all times on and after the consummation of the Acquisition.

DEBTOR:

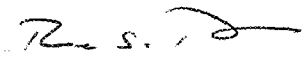
PAGNATOKARP PARTNERS, LLC

By: Cresset Capital Management
LLC, its Manager

By: _____
Christopher Boehm,
Authorized Representative

ADMINISTRATIVE AGENT:

OAK STREET FUNDING LLC, as
Administrative Agent

By:  _____
Richard S. Dennen, President

SCHEDULE I

Registered Trademarks and Trademark Applications

Trademark Applications

Mark	Application Number	Application Date
INTELLIGENT WEALTH MANAGEMENT	88371507	04-Apr-2019
MAGIC NUMBER	88788907	07-Feb-2020
ROADMAP PROCESS	88788909	07-Feb-2020

Trademark Registrations

Mark	Application Number	Application Date	Registration Number	Registration Date
LIFETIME CAPITAL NEEDS	87947456	04-Jun-2018	5940335	17-Dec-2019
WEALTH SURPLUS	87947469	04-Jun-2018	5904254	05-Nov-2019