

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		08/11/2020	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	LADENBURG THALMANN FINANCIAL SERVICES INC.		
Street Address:	4400 BISCAYNE BLVC		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3647154	DRIVING FINANCIAL GROWTH SINCE 1876	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17064-4		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	08/18/2020		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 11, 2020 (the “Effective Date”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of February 14, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 14, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 14, 2020 at Reel/Frame 6864/0987;

WHEREAS, this Release is permitted pursuant to Section 12.2(a)(2) of the Indenture and Section 6.5 of the Security Agreement;

WHEREAS, in reliance on an Officer’s Certificate delivered to the Agent, the Agent has agreed to evidence the release, discharge, termination and cancellation of its security interest in certain specified collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule 1 attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.


5. Governing Law. This Release shall be governed exclusively under the laws of New York State, without regard to conflicts of law or choice of law principles.

6. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Release 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.

[Signature pages follow.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

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

[Signature Page to Trademark Release]

TRADEMARK
REEL: 007026 FRAME: 0250

GRANTOR:

**LADENBURG THALMANN FINANCIAL
SERVICES INC.**

By: 

Name: Jon Krojen

Title: Chief Financial Officer

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 007026 FRAME: 0251**

Schedule 1

U.S. Trademarks and Applications:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Ladenburg Thalmann Financial Services Inc.	DRIVING FINANCIAL GROWTH SINCE 1876	77629659 12/09/2008	3647154 06/30/2009

[Signature Page to Trademark Release]