

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596030

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|---|-------------------------------|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EP Wealth Advisors, LLC | | 09/04/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ARES CAPITAL CORPORATION | | |
| Street Address: | 245 PARK AVENUE, 44TH FLOOR | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6111297 | EP WEALTH ADVISORS | |
| Serial Number: | 88547017 | EP WEALTH ADVISORS | |
| Serial Number: | 88547055 | INVEST IN WHAT'S IMPORTANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | ypan@proskauer.com | | |
| Correspondent Name: | Daniel C. Pollick | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 11668-450 | | |
| NAME OF SUBMITTER: | Daniel C. Pollick | | |
| SIGNATURE: | /Daniel C. Pollick/ | | |
| DATE SIGNED: | 09/04/2020 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of September 4, 2020, by EP Wealth Advisors, LLC, a Delaware limited liability company (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Patents, Trademarks and Copyrights of such Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

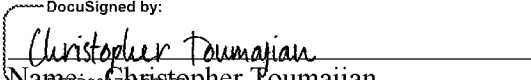
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form reasonably acceptable to such Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

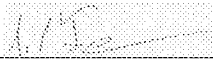
EP WEALTH ADVISORS, LLC,
as a Grantor

By:  _____
Name: Christopher Toumajian
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007034 FRAME: 0440

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007034 FRAME: 0441

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks

PATENTS

None.


PATENT APPLICATIONS

None.

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------|---------------------|--------------------|
| EP Wealth Advisors, LLC | 6111297 | EP WEALTH ADVISORS |

TRADEMARK APPLICATIONS

| APPLICANT | APPLICATION NUMBER | TRADEMARK |
|-------------------------|--------------------|--|
| EP Wealth Advisors, LLC | 88/547017 |  |
| EP Wealth Advisors, LLC | 88/547055 | INVEST IN WHAT'S IMPORTANT |

Copyrights

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.