

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerity Partners LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02119		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3988512	BLUE PRAIRIE GROUP	
Registration Number:	5886867	C CERITY PARTNERS	
Registration Number:	5664609	EMM WEALTH	
Registration Number:	5664610		
Registration Number:	2578330	EXECUTIVE MONETARY MANAGEMENT	
Registration Number:	4021907	ALGONQUIN ADVISORS	
Registration Number:	2371123		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0017		

CH \$190.00 3988512

NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/31/2020
Total Attachments: 5 source=Cerity - Intellectual Property Security Agreement [Executed]#page1.tif source=Cerity - Intellectual Property Security Agreement [Executed]#page2.tif source=Cerity - Intellectual Property Security Agreement [Executed]#page3.tif source=Cerity - Intellectual Property Security Agreement [Executed]#page4.tif source=Cerity - Intellectual Property Security Agreement [Executed]#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 31, 2020 (the “**Effective Date**”) by **CERITY PARTNERS LLC** (the “**Grantor**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 31, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, excluding any Excluded Assets (collectively, the “**Intellectual Property Collateral**”): (i) the United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be,

to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

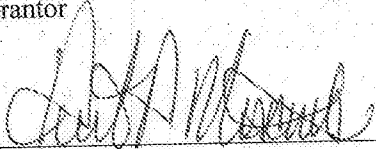
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

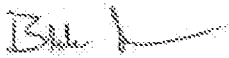
CERITY PARTNERS LLC,
as a Grantor

By: 
Name: Kurt P. Miscinski
Title: President and CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007151 FRAME: 0990

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
Cerity Partners LLC	BLUE PRAIRIE GROUP	3988512	07/05/2011
Cerity Partners LLC	C CERITY PARTNERS	5886867	10/15/2019
Cerity Partners LLC	EMM Wealth	5664609	01/29/2019
Cerity Partners LLC	EMM Wealth Flower Design	5664610	01/29/2019
Cerity Partners LLC	Executive Monetary Management	2578330	06/11/2002
Cerity Partners LLC	Algonquin Advisors	4021907	09/06/2011
Cerity Partners LLC	Design only	2371123	07/25/2000