

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HighTower Holding, LLC		04/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90142911		
Serial Number:	90143015	HIGHTOWER	
Serial Number:	90143021	HIGHTOWER	
Serial Number:	90142999	HIGHTOWER WELL-TH. REBALANCED.	
Serial Number:	90143088	POWERED BY HIGHTOWER	
Serial Number:	90142962	WELL-TH. REBALANCED.	
Serial Number:	90143026	WELL-TH. REBALANCED.	
Serial Number:	77582974	AN UNOBSTRUCTED VIEW	
Serial Number:	86252380		
Serial Number:	77457762	HIGHTOWER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		

OP \$265.00 90142911

ATTORNEY DOCKET NUMBER:	045494-0401
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	04/22/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of April 21, 2021 (this “**Agreement**”), among HighTower Holding, LLC, a limited liability company existing under the laws of Delaware, WealthTrust LLC, a limited liability company existing under the laws of Delaware, (each, a “**Grantor**” and collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, HighTower Intermediate, LLC, a limited liability company existing under the laws of Delaware (“**Holdings**”), HighTower Intermediate Corp. (“**HighTower Corp.**”), a corporation existing under the laws of Delaware, the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, HighTower, Corp., the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Grantors subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of their Secured Obligations, the Grantors, hereby pledge, mortgage, hypothecate and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”):

- (a) all of the Trademarks owned by such Grantor and constituting Collateral, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks, record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

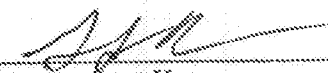
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HIGHTOWER HOLDING, LLC,
as the Grantor

By: HighTower Intermediate, LLC
Its: Managing Member

By: HT Holding, LLC
Its: Sole Member

By: 
Name: Gregory Scot Kees
Title: Executive Vice President & Chief
Administrative & Legal Officer


WEALTHTRUST LLC,
as the Grantor

By: WT Acquisition, LLC
Its: Sole Member

By: HighTower Holding, LLC
Its: Sole Manager

By: HighTower Intermediate, LLC
Its: Managing Member

By: HT Holding, LLC
Its: Sole Member

By: 
Name: Gregory Scot Kees
Title: Executive Vice President & Chief
Administrative & Legal Officer

JPMORGAN CHASE BANK, N.A.,
as Agent

By: *Courtney Furillo*

Name: Courtney Furillo

Title: Vice President

Schedule I

United States Trademarks and Trademark Applications

Trademarks:

Owner	Mark	Status	Application No.	Application Date	Registration No.	Registration Date
HighTower Holding LLC	Design 	Pending	90/142911	27-Aug-2020	—	—
HighTower Holding LLC	HIGHTOWER (Stylized) <i>Hightower</i>	Pending	90/143015	27-Aug-2020	—	—
HighTower Holding LLC	HIGHTOWER (Stylized) <i>Hightower</i>	Pending	90/143021	27-Aug-2020	—	—
HighTower Holding LLC	HIGHTOWER WELL-TH. REBALANCED. and Design  HIGHTOWER <i>well-th. rebalanced.</i>	Pending	90/142999	27-Aug-2020	—	—
HighTower Holding LLC	POWERED BY HIGHTOWER	Pending	90/143088	27-Aug-2020	—	—
HighTower Holding LLC	WELL-TH. REBALANCED (Stylized) <i>well-th. rebalanced.</i>	Pending	90/142962	27-Aug-2020	—	—
HighTower Holding LLC	WELL-TH. REBALANCED. (Stylized) <i>well-th. rebalanced.</i>	Pending	90/143026	27-Aug-2020	—	—
HighTower Holding, LLC	AN UNOBSTRUCTED VIEW	Registered	77/582974	01-Oct-2008	3764475	23-Mar-2010
HighTower Holding LLC	Design 	Registered	86/252380	15-Apr-2014	4691140	24-Feb-2015
HighTower Holding LLC	HIGHTOWER	Registered	77/457762	25-Apr-2008	3752867	23-Feb-2010
WealthTrust LLC	WEALTHTRUST	Registered	86/905365	11-Feb-2016	5144675	21-Feb-2017