

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		04/21/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Hightower Holding, LLC
Street Address:	200 W. Madison, Suite 2500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE
Name:	Wealthtrust LLC
Street Address:	200 W. Madison, Suite 2500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3764475	AN UNOBSTRUCTED VIEW
Registration Number:	4691140	
Serial Number:	87597723	FIDUCIARY REVOLUTION
Registration Number:	3752867	HIGHTOWER
Serial Number:	87277046	HIGHTOWER CLEAR
Registration Number:	5144675	WEALTHTRUST

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

TRADEMARK

Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 44346-7

NAME OF SUBMITTER: Renee M. Prescan

SIGNATURE: /Renee M. Prescan/

DATE SIGNED: 04/23/2021

Total Attachments: 3

source=1L Trademark Release - HighTower (Executed)_(76298411_1)#page1.tif

source=1L Trademark Release - HighTower (Executed)_(76298411_1)#page2.tif

source=1L Trademark Release - HighTower (Executed)_(76298411_1)#page3.tif

TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of April 21, 2021, is made by **ANTARES CAPITAL LP**, as collateral agent (in such capacity, together with its assigns in such capacity, the “Collateral Agent”), in favor of **HIGHTOWER HOLDING, LLC**, a limited liability company existing under the laws of Delaware, and **WEALTHTRUST LLC**, a limited liability company existing under the laws of Delaware (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below), whether directly or by reference to another agreement.

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of January 31, 2018 by and among the Grantors, the Collateral Agent and certain other parties (as may have been amended, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), the Grantors executed and delivered in favor of the Collateral Agent that certain First Lien Trademark Security Agreement dated as of January 31, 2018 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on February 1, 2018 at Reel/Frame 6263/0131 (with respect to HighTower), and at Reel/Frame 6263/0138 (with respect to WealthTrust);

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all right, title and interest of such Grantor in to and under (a) all trademarks (including service marks), service marks, trade names, trade styles, trade dress, and logos, slogans and other indicia or origin and the registrations and applications for registration thereof, including those listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments then or thereafter 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 (collectively, the “Trademark Collateral”);

WHEREAS, the Collateral Agent and the Grantors have acknowledged that the conditions for the termination and release of the Security Interest in the Trademark Collateral have been met.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates, discharges, cancels and releases the Security Interest in the Trademark Collateral and reassigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

Each Grantor, and any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor) is hereby authorized to record this Release in the United States Patent and Trademark Office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed as of the date first set forth above.

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Kyle Wilson
Its: Duly Authorized Signatory

SCHEDULE A

United States Trademarks and Trademark Applications

Trademarks:

No.	Country	Trademark	Name of Registered Owner	Application / Registration	Application / Registration Date
1.	U.S.	AN UNOBSTRUCTED VIEW	HighTower Holding, LLC	3764475	03/23/2010
2.	U.S.	Design Only 	HighTower Holding, LLC	4691140	02/24/2015
3.	U.S.	FIDUCIARY REVOLUTION	HighTower Holding, LLC	87597723 ITU	9/6/2017
4.	U.S.	HIGHTOWER	HighTower Holding, LLC	3752867	02/23/2010
5.	U.S.	HIGHTOWER CLEAR	HighTower Holding, LLC	87277046 ITU	12/21/2016
6.	U.S.	WEALTHTRUST	WealthTrust LLC	5144675	02/21/2017