

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cresset Administrative Services Corporation		09/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oak Street Funding LLC, as Administrative Agent		
Street Address:	8888 Keystone Crossing		
Internal Address:	Suite 1700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5904254	WEALTH SURPLUS	
Registration Number:	5940335	LIFETIME CAPITAL NEEDS	
Registration Number:	6220033	BUILT BY CLIENTS, FOR CLIENTS	
Registration Number:	6364954	INTELLIGENT WEALTH MANAGEMENT	
Serial Number:	88788909	ROADMAP PROCESS	
Serial Number:	88809119	INVESTING THE WAY IT SHOULD BE	
Serial Number:	88844537	CRESSET CARES	
Serial Number:	90243012	ASPIRATIONAL WEALTH BY CRESSET	
Serial Number:	90360061	AFO	
Serial Number:	90360115	THE AGILE FAMILY OFFICE	
Serial Number:	90674413		
Serial Number:	90870222	CRESSET CATALYST	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	2024678800		
Email:	kdhoover@vorys.com		
TRADEMARK			

CH \$315.00 5904254

Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: Attn: Laura T. Geyer
Address Line 2: P.O. Box 2255 - IPLAW@ VORYS
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 072896-5

NAME OF SUBMITTER: Kimberly Hoover

SIGNATURE: /Kimberly Hoover/

DATE SIGNED: 09/16/2021

Total Attachments: 5

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”) is made and entered into as of September 15, 2021 (the “Effective Date”), by and between **CRESSET ADMINISTRATIVE SERVICES CORPORATION**, a Delaware corporation (“Debtor”), whose principal place of business and mailing address is 444 W Lake Street, Suite 4700, Chicago, IL 60606, and **OAK STREET FUNDING LLC**, a Delaware limited liability company located at 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana 46240 (“Secured Party”), and is as follows:

Preliminary Statements

A. **CRESSET ASSET MANAGEMENT ACQUISITION, LLC**, a Delaware limited liability company (“MatureCo”), **CRESSET EVANSTON ADVISORS, LLC**, a Delaware limited liability company (“Advisors”), **CRESSET TAX SERVICES, LLC**, a Delaware limited liability company (“Tax”), **CRESSET CYPRESS WEALTH ADVISORS LLC**, a Delaware limited liability company (“Wealth”), **CRESSET MANAGEMENT SERVICES, LLC**, a Delaware limited liability company (“Management”), **CRESSET PKP, LLC f/k/a PAGNATOKARP PARTNERS, LLC**, a Delaware limited liability company (“PKP”), and, **CRESSET AMA, LLC**, a Delaware limited liability company (“CAMA”; and together with Grantor, MatureCo, Advisors, Tax, Wealth, Management, PKP and any other Person that is added to the Loan Agreement (as defined below) as a “Borrower” from time to time, if any, with the consent of the Required Lenders, each a “Borrower” and, collectively, “Borrowers”), Administrative Agent, the Lenders from time to time party thereto, the Guarantors from time to time party thereto, and the other parties from time to time party thereto are parties to that certain Loan Agreement, dated as of April 20, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Existing Loan Agreement”).

B. Debtor is indebted to Secured Creditors pursuant to, among other things: (a) a Continuing Guarantee, dated June 16, 2020, by and between Debtor and Administrative Agent (as the same may be amended, amended and restated, replaced, renewed or otherwise modified from time to time, the “Guarantee”), (b) the Security Agreement, dated June 16, 2020, by and between Debtor and Administrative Agent (as the same may be amended, amended and restated, replaced, renewed or otherwise modified from time to time, the “Security Agreement”), and (c) any other Loan Document to which Debtor is a party

C. In connection with the Existing Loan Agreement, Debtor and Secured Party entered into a Trademark Security Agreement dated as of June 16, 2020 (the “Trademark Security Agreement”).

D. Borrowers, Administrative Agent, and the other parties thereto have entered into that certain First Amendment to Loan Agreement and Loan Documents, dated as of July 26, 2021 (as amended, restated, replaced or otherwise modified from time to time, the “Loan Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Loan Agreement, as applicable.

C. It is a condition precedent to Secured Creditor’s extension of certain financial accommodations to Borrowers that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Loan Agreement, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in the Trademark Security Agreement) in all respects and for all purposes of the Trademark Security Agreement and the other Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Loan Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interest in and other Liens on the Trademark Collateral granted pursuant to the Trademark Security Agreement or any other Security Documents to which Debtor is a party. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Loan Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

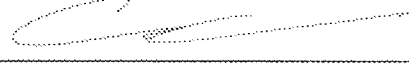
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Indiana (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

DEBTOR:

**CRESSET ADMINISTRATIVE
SERVICES CORPORATION**

By: 
Christopher Boehm,
Authorized Representative

ADMINISTRATIVE AGENT:

**OAK STREET FUNDING LLC, as
Administrative Agent**

By: _____
Richard S. Dennen, President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

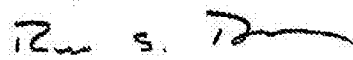
DEBTOR:

**CRESSET ADMINISTRATIVE
SERVICES CORPORATION**

By: _____
Christopher Boehm,
Authorized Representative

ADMINISTRATIVE AGENT:

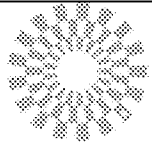
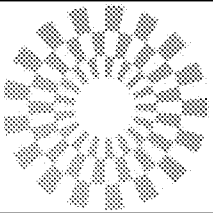
**OAK STREET FUNDING LLC, as
Administrative Agent**

By:  _____
Richard S. Dennen, President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
WEALTH SURPLUS	87947469	06/04/18	5904254	11/05/19
LIFETIME CAPITAL NEEDS	87947456	06/04/18	5940335	12/17/19
BUILT BY CLIENTS, FOR CLIENTS	88809138	02/25/20	6220033	12/15/20
INTELLIGENT WEALTH MANAGEMENT	88371507	04/04/19	6364954	05/25/21
ROADMAP PROCESS	88788909	02/07/20	-	-
INVESTING THE WAY IT SHOULD BE	88809119	02/25/20	-	-
 CRESSET <small>CARES</small> CRESSET CARES	88844537	03/23/20	-	-
ASPIRATIONAL WEALTH BY CRESSET	90243012	10/08/20	-	-
AFO	90360061	12/04/20	-	-
THE AGILE FAMILY OFFICE	90360115	12/04/20	-	-
	90674413	04/27/21	-	-
CRESSET CATALYST	90870222	08/06/21	-	-