

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON INVESTMENTS, LLC		11/15/2021	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4663102	REAL SPEND	
Registration Number:	4945619	GAIN PROTECT SPEND	
Registration Number:	5016093	HORIZON INVESTMENTS	
Registration Number:	5079483	H	
Registration Number:	5511034	EMPOWER THE ADVISOR	
Registration Number:	5542092	HORIZON PATHWAY PORTFOLIOS	
Registration Number:	5572310	GOALS-BASED PERFORMANCE STANDARDS	
Registration Number:	4531887	RISK ASSIST	
Registration Number:	5829865	HORIZON ONE	
Registration Number:	6020767	GOALS-BASED PLANNING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

CH \$265.00 4663102

ATTORNEY DOCKET NUMBER:	1785638-0115-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	11/15/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2021 (this “Trademark Security Agreement”), is made by HORIZON INVESTMENTS, LLC, a South Carolina limited liability company (the “Grantor”), in favor of BMO HARRIS BANK N.A. (“BMO”), as Collateral Agent.

Reference is made to that certain Credit Agreement dated as of November 15, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, HORIZON INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), VISTAFY, INC., a North Carolina corporation, each Lender from time to time party thereto, and BMO, as Administrative Agent and Collateral Agent.

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of November 15, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor. Notwithstanding the foregoing, the Security Interest shall not be deemed granted in any Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective successors and permitted assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging

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means be confirmed by a manually signed original thereof; provided, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes the Commissioner of Patents and Trademarks to record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HORIZON INVESTMENTS, LLC,
as Grantor

By: 
Name: John Drabek
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement -- Horizon LLC]

TRADEMARK
REEL: 007495 FRAME: 0077

Accepted and Agreed:

BMO HARRIS BANK N.A.,
as Collateral Agent

By: Pauline Christopher _____
Name: Pauline A. Christopher
Title: Managing Director

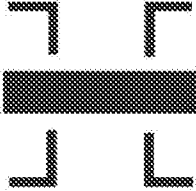
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007495 FRAME: 0078

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
REAL SPEND (plain text)	12/30/14	4663102
GAIN PROTECT SPEND (plain text)	4/26/16	4945619
HORIZON INVESTMENTS (plain text)	8/9/16	5016093
	11/8/2016	5079483
EMPOWER THE ADVISOR (plain text)	7/10/18	5511034
HORIZON PATHWAY PORTFOLIOS (plain text)	8/14/18	5542092
GOALS-BASED PERFORMANCE STANDARDS (plain text)	9/25/18	5572310
RISK ASSIST (plain text)	5/20/14	4531887
HORIZON ONE (plain text)	8/6/19	5829865
GOALS-BASED PLANNING (plain text)	3/24/20	6020767

U.S. Trademark Applications

None.

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