

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694994

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kestra Financial, Inc.		12/14/2021	Corporation: DELAWARE
Provis Management Group, LLC		12/14/2021	Limited Liability Company: FLORIDA
Rinvelt & David, LLC		12/14/2021	Limited Liability Company: MICHIGAN
SNS Financial Group, LLC		12/14/2021	Limited Liability Company: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Crescent Agency Services LLC
<b>Street Address:</b>	11100 Santa Monica Blvd.
<b>Internal Address:</b>	Suite 2000
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	4848336	ADVISOR ENTERPRISE
<b>Registration Number:</b>	4861385	ADVISORCOMPLETE
<b>Serial Number:</b>	97129066	ADVISORENTERPRISE
<b>Registration Number:</b>	5940976	KESTRA
<b>Registration Number:</b>	6093348	KESTRA
<b>Registration Number:</b>	6093345	KESTRA FINANCIAL
<b>Registration Number:</b>	5635425	KESTRA FINANCIAL
<b>Registration Number:</b>	1767650	PROVISE
<b>Registration Number:</b>	2843333	PERSONAL FINANCIAL OFFICER PFO
<b>Registration Number:</b>	3347201	RINVELT & DAVID LLC PERSONAL FINANCIAL P
<b>Registration Number:</b>	4668362	SOJOURN
<b>Registration Number:</b>	4633737	SOJOURN A PAUSE IN THE PATH OF A LONGER
<b>Registration Number:</b>	3424328	V VECTOR WEALTH MANAGEMENT

CH \$340.00 4848336

**CORRESPONDENCE DATA****Fax Number:** 2024083141*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:** 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Jean Paterson
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<b>SIGNATURE:</b>	/jep/
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<b>DATE SIGNED:</b>	12/15/2021
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**Total Attachments: 6**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2021 (this “Agreement”), among Kestra Financial, Inc., Provise Management Group, LLC, Rinvelt & David, LLC and SNS Financial Group, LLC (the “Grantors”) and CRESCENT AGENCY SERVICES LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement dated as of December 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among KINGFISHER HOLDING B, INC., a Delaware corporation (“Initial Holdings”), KESTRA ADVISOR SERVICES HOLDINGS A, INC., a Delaware corporation (the “Borrower”), the other parties from time to time party hereto and CRESCENT AGENCY SERVICES LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral 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 the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

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

**KESTRA FINANCIAL, INC.**, as Grantor

By: Bredt Norwood  
Name: R. Bredt Norwood  
Title: Executive Vice President,  
General Counsel and Secretary

**PROVISE MANAGEMENT GROUP,  
LLC**, as Grantor

By: Bredt Norwood  
Name: R. Bredt Norwood  
Title: Vice President and Assistant  
Secretary

**RINVELT & DAVID, LLC**, as Grantor


By: Bredt Norwood  
Name: R. Bredt Norwood  
Title: Executive Vice President and  
Secretary

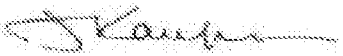
**SNS FINANCIAL GROUP, LLC, as  
Grantor**

By: *Bredt Norwood*  
Name: R. Bredt Norwood  
Title: Executive Vice President and  
Secretary

CRESCENT AGENCY SERVICES LLC, as  
Second Lien Collateral Agent

By: Crescent Capital Group LP, its  
Managing Member

By:   
Name: Mandy Epler Brown  
Title: Senior Vice President

By:   
Name: Joseph Kaufman  
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

**United States Intellectual Property**

Trademarks:

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Kestra Financial, Inc.	ADVISOR ENTERPRISE	76714163	05/16/2013	4848336	11/10/2015
2.	Kestra Financial, Inc.	ADVISORCOMPLETE	97129066	11/17/2021	4861385	12/01/2015
3.	Kestra Financial, Inc.	AdvisorEnterprise	97129066	11/17/2021		
4.	Kestra Financial, Inc.	KESTRA	86913184	02/19/2016	5940976	12/24/2019
5.	Kestra Financial, Inc.	KESTRA	86983057	02/19/2016	6093348	07/07/2020
6.	Kestra Financial, Inc.	KESTRA FINANCIAL	86913195	02/19/2016	6093345	07/07/2020
7.	Kestra Financial, Inc.	KESTRA FINANCIAL	86983033	02/19/2016	5635425	12/25/2018
8.	Provis Management Group, LLC	PROVISE	74306557	08/24/1992	1767650	04/27/1993
9.	Provis Management Group, LLC	PERSONAL FINANCIAL OFFICER PRO	75877115	12/21/1999	2843333	05/18/2004
10.	Rinvelt & David, LLC	Rinvelt & David LLC Personal Financial Planning Specialists & Design	77122463	03/05/2007	3347201	12/04/2007
11.	SNS Financial Group, LLC	SOJOURN	86047907	08/26/2013	4668362	01/06/2015
12.	SNS Financial Group, LLC	SOJOURN A PAUSE IN THE PATH OF A LONGER JOURNEY	86047897	08/26/2013	4633737	11/04/2014
13.	SNS Financial Group, LLC	V Vector WEALTH MANAGEMENT & Design	78765689	12/02/2005	3424328	05/06/2008