

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdvicePeriod, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Penfund Partners, Inc., as Collateral Agent		
Street Address:	333 Bay Street		
Internal Address:	Adelaide Centre, Suite 610		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86252179	" , , . ADVICEPERIOD	
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:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	069878-0002		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	12/15/2021		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Second Lien Trademark Security Agreement**”), dated as of December 15, 2021, is made by Mariner, LLC, a Kansas limited liability company (“**Mariner LLC**”), Mariner Wealth Advisors, LLC, a Kansas limited liability company (together with Mariner LLC, the “**Grantors**” each, a “**Grantor**”), in favor of Penfund Partners, Inc., as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Second Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, 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 the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Second Lien Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 3. Execution in Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 4. Security Agreement. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, mutatis mutandis.

Section 6. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

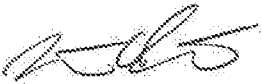
MARINER WEALTH ADVISORS, LLC

By: 
Name: Martin C. Bicknell
Title: Chief Executive Officer

MARINER, LLC

By: 
Name: Martin C. Bicknell
Title: President and Chief Executive Officer

ADVICEPERIOD, LLC

By: 
Name: Martin C. Bicknell
Title: President


IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**MARINER WEALTH ADVISORS, LLC
MARINER, LLC**



By: _____
Name: Martin C. Bicknell
Title: Chief Executive Officer

Accepted and Agreed:

PENFUND PARTNERS, INC., as Collateral Agent

By:  _____
Name: Jeremy Thompson
Title: Authorized Signatory

SCHEDULE A

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
SPYGLASS	Mariner, LLC	Active	87802361	5672864	Filed: 2/19/2018 Registered: 2/12/2019
	Mariner Wealth Advisors, LLC (f/k/a Mariner Holdings, LLC)	Active	86696491	4904792	Filed: 7/17/2015 Registered: 2/23/2016
 AdvicePeriod. It's That Simple.	AdvicePeriod, LLC	Active	86252179	4,648,644	Filed; 4/15/2014 Registered: 12/2/2014

Schedule A-1
to Second Lien Trademark Security Agreement

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RECORDED: 12/15/2021

**TRADEMARK
REEL: 007531 FRAME: 0018**