

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewEdge Wealth, LLC		04/01/2022	Limited Liability Company: DELAWARE
MID ATLANTIC CAPITAL GROUP, INC.		04/01/2022	Corporation: DELAWARE
EdgeCo Buyer, Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6494990	NEW EDGE WEALTH	
Registration Number:	6657303		
Registration Number:	4852289	LT TRUST	
Serial Number:	90663084	EDGEICO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	04/01/2022		

CH \$115.00 6494990

Total Attachments: 4

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of April 1, 2022, by and among NewEdge Wealth, LLC, a Delaware limited liability company (“*NewEdge*”), MID ATLANTIC CAPITAL GROUP, INC., a Delaware corporation (“*Mid Atlantic*”), EdgeCo Buyer, Inc., a Delaware corporation (“*EdgeCo*”, together with NewEdge and Mid Atlantic, each a “*Grantor*”, and together, the “*Grantors*”) and Madison Capital Funding, LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, each Grantor has entered into an Amended and Restated First Lien Pledge and Security Agreement, dated as of October 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by each Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or

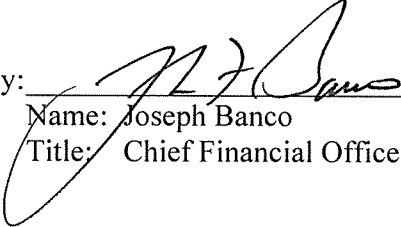
remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate 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 counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

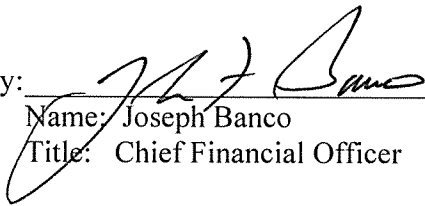
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of a Security Interest— Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

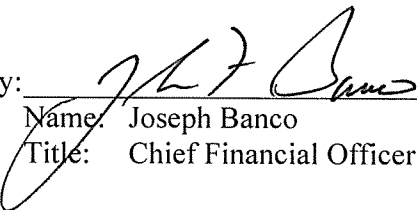
MID ATLANTIC CAPITAL GROUP, INC.

By: 
Name: Joseph Banco
Title: Chief Financial Officer

EDGECO BUYER, INC.

By: 
Name: Joseph Banco
Title: Chief Financial Officer

NEWEDGE WEALTH, LLC

By: 
Name: Joseph Banco
Title: Chief Financial Officer

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

TRADEMARK REGISTRATIONS

Owner	Reg. No.	Reg. Date	Description
NewEdge Wealth, LLC	6494990	9/21/21	NEW EDGE WEALTH
NewEdge Wealth, LLC	6657303	3/17/21	<i>Design Only</i>
MID ATLANTIC CAPITAL GROUP, INC.	4852289	11/10/15	LT TRUST

TRADEMARK APPLICATIONS

Owner	App. No.	App. Date	Description
EdgeCo Buyer, Inc.	90663084	4/22/21	EDGECO