

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advisor Group, Inc.		11/01/2022	Corporation: MARYLAND
American Portfolios Holdings, Inc.		11/01/2022	Corporation: DELAWARE
Advisor Group Holdings, Inc.		11/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87397475	AG ADVISOR GROUP	
<b>Serial Number:</b>	88517277	EQUIPT	
<b>Serial Number:</b>	88517266	EQUIPT	
<b>Serial Number:</b>	87606303	EQUIPT	
<b>Serial Number:</b>	87630779	EQUIPT	
<b>Serial Number:</b>	86013901	FSC	
<b>Serial Number:</b>	87397480	IN YOUR CORNER	
<b>Serial Number:</b>	87523248	MYCMO	
<b>Serial Number:</b>	85600257	ROYAL ALLIANCE	
<b>Serial Number:</b>	77644750	SAGEPOINT	
<b>Serial Number:</b>	76415839	VISION 2020 ONEVIEW	
<b>Serial Number:</b>	78195480	VISION2020	
<b>Serial Number:</b>	76355578	VISION2020 ADVISOR	
<b>Serial Number:</b>	85066634	VISION2020 WEALTH MANAGEMENT	
<b>Serial Number:</b>	88112506	WOODBURY FINANCIAL	
<b>Serial Number:</b>	76309770	WOODBURY FINANCIAL CUSTOM ALLOCATION PRO	
<b>Serial Number:</b>	88112576	WOODBURY FINANCIAL MEMBER OF ADVISOR GRO	
<b>TRADEMARK</b>			

OP \$1165.00 87397475

Property Type	Number	Word Mark
Serial Number:	97311358	AG
Serial Number:	76098013	AMERICAN PORTFOLIOS
Serial Number:	77414093	AP AMERICAN PORTFOLIOS
Serial Number:	76713434	ARBOR POINT A D V I S O R S
Serial Number:	76712273	ARBOR POINT ADVISORS
Serial Number:	90486184	CONFIDENCE WHEREVER YOU GROW
Serial Number:	76630739	
Serial Number:	77108250	INVESTACORP
Serial Number:	76454377	INVESTACORP ADVISORY SERVICES
Serial Number:	73688188	INVESTACORP, INC.
Serial Number:	75116508	INVESTALINK
Serial Number:	75874158	LIFEGUIDE PROGRAM
Serial Number:	87585848	MY SUCCESSION PLAN
Serial Number:	87583607	MY SUCCESSION PLAN
Serial Number:	85944859	NINE POINTS
Serial Number:	75116511	PARALLEL PROGRAM
Serial Number:	88252413	QUI(K)
Serial Number:	76355705	REPCENTRIC
Serial Number:	76640448	RETIREMENT OPPORTUNITIES
Serial Number:	76630618	SECURITIES AMERICA
Serial Number:	85064501	SECURITIES AMERICA
Serial Number:	75061311	SERVING THE SMART MONEY SINCE 1876
Serial Number:	76247036	SMART INVESTMENT BANKING
Serial Number:	86845663	SYMBIL
Serial Number:	90486164	TRIAD ADVISORS
Serial Number:	90486172	TRIAD ADVISORS
Serial Number:	90486178	TRIAD HYBRID SOLUTIONS
Serial Number:	90486181	TRIAD HYBRID SOLUTIONS
Serial Number:	77629659	DRIVING FINANCIAL GROWTH SINCE 1876

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	11/01/2022
<b>Total Attachments: 9</b> source=45. Motown - Trademark Security Agreement#page1.tif source=45. Motown - Trademark Security Agreement#page2.tif source=45. Motown - Trademark Security Agreement#page3.tif source=45. Motown - Trademark Security Agreement#page4.tif source=45. Motown - Trademark Security Agreement#page5.tif source=45. Motown - Trademark Security Agreement#page6.tif source=45. Motown - Trademark Security Agreement#page7.tif source=45. Motown - Trademark Security Agreement#page8.tif source=45. Motown - Trademark Security Agreement#page9.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 1, 2022, is made by Advisor Group Holdings, Inc., a Delaware corporation, Advisor Group, Inc., a Maryland corporation, and American Portfolios Holdings, Inc., a Delaware corporation (each a “Grantor”, and collectively, the “Grantors”), in favor of the Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Indenture, dated as of August 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among AG TTMT Escrow Issuer LLC, a Delaware limited liability company (the “Escrow Issuer”), to be merged with and into Advisor Group Holdings, Inc., a Delaware corporation (“AG” or the “Company”), AG Parent Corp., a Delaware corporation (“Holdings”), the Guarantors from time to time party thereto and Wilmington Trust, National Association, a national banking association, in its capacity as trustee (in such capacity, the “Trustee”) and as collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of November 1, 2022 in favor of the Collateral Agent (together with all amendments, restatements, amended and restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Assets; and

NOW THEREFORE, in consideration of the premises the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

1. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Assets (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations, but excluding the Excluded Assets; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture or the Security Agreement, the terms of the Indenture or Security Agreement shall govern.


4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile or other electronic transmission of the signature pages hereof. The words "execution," "signed," "signature" and words of like import in this Agreement relating to the execution and delivery of this Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

5. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**


7. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as the Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture, including without limitation those set forth in Sections 7.7 and 12.7(z) of the Indenture, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADVISOR GROUP HOLDINGS, INC,  
as a Grantor

By:   
Name: Jon Frojen  
Title: Chief Financial Officer

ADVISOR GROUP, INC.,  
as a Grantor

By:   
Name: Jon Frojen  
Title: Chief Financial Officer

AMERICAN PORTFOLIOS HOLDINGS,  
INC., as a Grantor

By: \_\_\_\_\_  
Name: Scott R. Seiffert  
Title: Chief Accounting Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as the Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

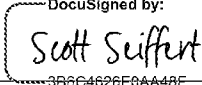
ADVISOR GROUP HOLDINGS, INC,  
as a Grantor

By: \_\_\_\_\_  
Name: Jon Frojen  
Title: Chief Financial Officer

ADVISOR GROUP, INC.,  
as a Grantor

By: \_\_\_\_\_  
Name: Jon Frojen  
Title: Chief Financial Officer


AMERICAN PORTFOLIOS HOLDINGS,  
INC., as a Grantor

By:  \_\_\_\_\_  
Name: Scott R. Seiffert  
Title: Chief Accounting Officer

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as the Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as the Collateral Agent

By:   
Name: Arlene Thelwell  
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 007881 FRAME: 0771**



**SCHEDULE A**

**Trademark Registrations and Applications**

For Trademarks:

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	Advisor Group, Inc.	AG ADVISOR GROUP	87397475 04/04/2017	5598414 11/06/2018
2.	Advisor Group, Inc.	EQUIPT	88517277 07/16/2019	5967255 01/21/2020
3.	Advisor Group, Inc.	EQUIPT	88517266 07/16/2019	5967254 01/21/2020
4.	Advisor Group, Inc.	EQUIPT	87606303 09/13/2017	5788513 06/25/2019
5.	Advisor Group, Inc.	EQUIPT	87630779 10/02/2014	5710762 03/26/2019
6.	Advisor Group, Inc.	FSC	86013901 07/18/2013	4478263 02/04/2014
7.	Advisor Group, Inc.	IN YOUR CORNER	87397480 04/04/2017	5316334 10/24/2017
8.	Advisor Group, Inc.	MYCMO	87523248 07/11/2017	5874788 10/01/2019
9.	Advisor Group, Inc.	ROYAL ALLIANCE	85600257 04/17/2012	4242052 11/13/2012
10.	Advisor Group, Inc.	SAGEPOINT	77644750 01/07/2009	3796832 06/01/2010
11.	Advisor Group, Inc.	VISION 2020 ONEVIEW	76415839 06/04/2002	2822245 03/16/2004
12.	Advisor Group, Inc.	VISION2020	78195480 12/17/2002	2809527 01/27/2004
13.	Advisor Group, Inc.	VISION2020 ADVISOR	76355578 01/04/2002	2715251 05/13/2003
14.	Advisor Group, Inc.	VISION2020 WEALTH MANAGEMENT	85066634 06/18/2010	3927050 03/01/2011
15.	Advisor Group, Inc.	WOODBURY FINANCIAL	88112506 09/11/2018	5882241 10/15/2019
16.	Advisor Group, Inc.	WOODBURY FINANCIAL CUSTOM ALLOCATION PROGRAM	76309770 09/07/2001	2597868 07/23/2002
17.	Advisor Group, Inc.	WOODBURY FINANCIAL MEMBER OF ADVISOR GROUP	88112576 09/11/2018	5882242 10/15/2019
18. 2	Advisor Group, Inc.	AG	97311358 03/14/2022	

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
19. 2	American Portfolios Holdings, Inc.	AMERICAN PORTFOLIOS	76098013 07/24/2000	2546403 03/12/2002
20. 2	American Portfolios Holdings, Inc.	AP AMERICAN PORTFOLIOS	77414093 03/05/2008	3515586 10/14/2008
21. 2	Advisor Group Holdings, Inc.	ARBOR POINT A D V I S O R S	76713434 02/11/2013	4423402 10/29/2013
22. 2	Advisor Group Holdings, Inc.	ARBOR POINT ADVISORS	76712273 08/27/2012	4400308 09/10/2013
23. 2	Advisor Group Holdings, Inc.	CONFIDENCE WHEREVER YOU GROW	90486184 01/25/2021	6581284 12/07/2021
24. 2	Advisor Group Holdings, Inc.	DESIGN ONLY	76630739 02/08/2005	3125463 08/08/2006
25. 2	Advisor Group Holdings, Inc.	INVESTACORP	77108250 02/15/2007	3338643 11/20/2007
26. 2	Advisor Group Holdings, Inc.	INVESTACORP ADVISORY SERVICES	76454377 09/25/2002	2819003 03/02/2004
27. 2	Advisor Group Holdings, Inc.	INVESTACORP, INC.	73688188 10/02/1987	1826581 03/15/1994
28. 3	Advisor Group Holdings, Inc.	INVESTALINK	75116508 06/10/1996	2077330 07/08/1997
29. 3	Advisor Group Holdings, Inc.	LIFEGUIDE PROGRAM	75874158 12/18/1999	2592328 07/09/2002
30. 3	Advisor Group, Inc.	MY SUCCESSION PLAN	87585848 08/28/2017	6091378 06/30/2020
31. 3	Advisor Group, Inc.	MY SUCCESSION PLAN	87583607 08/25/2017	6091377 06/30/2020
32. 3	American Portfolios Holdings, Inc.	NINE POINTS	85944859 05/29/2013	4606580 09/16/2014
33. 3	Advisor Group Holdings, Inc.	PARALLEL PROGRAM	75116511 06/10/1996	2166824 06/23/1998
34. 3	Advisor Group Holdings, Inc.	QUI(K)	88252413 01/07/2019	6403978 06/29/2021
35. 3	Advisor Group Holdings, Inc.	REPCENTRIC	76355705 01/08/2002	2649244 11/12/2002
36. 3	Advisor Group Holdings, Inc.	RETIREMENT OPPORTUNITIES	76640448 06/09/2005	3094818 05/23/2006
37. 3	Advisor Group Holdings, Inc.	SECURITIES AMERICA	76630618 02/07/2005	3125460 08/08/2006
38. 4	Advisor Group Holdings, Inc.	SECURITIES AMERICA	85064501 06/16/2010	3913868 02/01/2011
39. 4	Advisor Group Holdings, Inc.	SERVING THE SMART MONEY SINCE 1876	75061311 02/22/1996	2043314 03/11/1997
40. 4	Advisor Group Holdings, Inc.	SMART INVESTMENT BANKING	76247036 04/26/2001	2875983 08/24/2004
41. 4	Advisor Group Holdings, Inc.	SYMBIL	86845663 12/10/2015	5291746 09/19/2017
42. 4	Advisor Group Holdings, Inc.	TRIAD ADVISORS	90486164 01/25/2021	6581279 12/07/2021

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
43. 4	Advisor Group Holdings, Inc.	TRIAD ADVISORS	90486172 01/25/2021	6581280 12/07/2021
44. 4	Advisor Group Holdings, Inc.	TRIAD HYBRID SOLUTIONS	90486178 01/25/2021	6581281 12/07/2021
45. 4	Advisor Group Holdings, Inc.	TRIAD HYBRID SOLUTIONS	90486181 01/25/2021	6581282 12/07/2021
46. 4	Advisor Group Holdings, Inc.	DRIVING FINANCIAL GROWTH SINCE 1876	77629659 12/09/2008	3647154 06/30/2009

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Advisor Group, Inc.  
Corporation - Maryland
  - 2. American Portfolios Holdings, Inc.  
Corporation - Delaware
  - 3. Advisor Group Holdings, Inc.  
Corporation - Delaware
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 1, 2022

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association,  
as Collateral Agent

Street Address: 1100 North Market Street

City: Wilmington

State: DE

Country: USA Zip: 19890

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Banking Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
see attached Schedule A

B. Trademark Registration No.(s)  
see attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Motown (08061.2410)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 46

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Doris Ka

Signature

November 1, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450