

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM777864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as collateral agent		12/31/2022	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	Orion Portfolio Solutions, LLC
Street Address:	17605 Wright Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68130
Entity Type:	Limited Liability Company: NEBRASKA
Name:	Orion Advisor Solutions, LLC
Street Address:	17605 Wright Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68130
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6127637	INNOVATE. DISRUPT. WIN.
Registration Number:	5693358	FUNDCHOICE
Registration Number:	5487565	PORTFOLIO TARGET
Registration Number:	2763387	FTJ FUNDCHOICE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

CH \$115.00 6127637

Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 28302.00183

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/03/2023

Total Attachments: 4

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**PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), is entered into as of December 31, 2022 by Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity and together with its successors and assigns, the "Collateral Agent"), in connection with the grant of security interests in certain trademarks by Orion Portfolio Solutions, LLC, a Nebraska limited liability company ("OPS"), and Orion Advisor Solutions, LLC, a Delaware limited liability company ("OAS" and, together with OPS, the "Grantors", each, a Grantor), in favor of the Collateral Agent. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings set forth in (a) that certain First Lien Credit Agreement, dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among GT Polaris Midco, Inc., a Delaware corporation ("Holdings"), Orion Advisor Solutions, Inc., a Delaware corporation (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and Credit Suisse AG, Cayman Islands Branch, as administrative agent and (b) that certain First Lien Collateral Agreement, dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent, as applicable.

WITNESSETH:

WHEREAS, the Grantors entered into that that certain First Lien Trademark Security Agreement, dated as of September 24, 2020 (the "First Lien Trademark Security Agreement"), entered into by the Grantors and the other Loan Parties party thereto in favor of the Collateral Agent, pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Specified Trademark Collateral (as defined below);

WHEREAS, the First Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on September 25, 2020 at Reel 7061, Frame 0652;

WHEREAS, at the request of the Grantors, the Collateral Agent now desires to terminate and release the entirety of its Liens on and security interests solely in the Specified Trademark Collateral; and

WHEREAS, all rights and interests in the Specified Trademark Collateral will revert to the Grantors upon the recordation of this Release with the USPTO.

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

1. Definitions. The term "Specified Trademark Collateral", as used herein, means (a) the Trademark registrations in the USPTO listed on Schedule A hereto (the "Specified Trademarks"), (b) all extensions or renewals of the foregoing, (c) all goodwill associated with or symbolized by the foregoing and (d) all proceeds of the foregoing, other than any proceeds received upon the sale or transfer of the Specified Trademark Collateral by the Grantors or any other Loan Party.

2. Release of Security Interest. The Collateral Agent hereby (a) terminates, cancels, releases and discharges all of its Liens on and security interests in, in each case, solely the Specified Trademark Collateral without any representation, warranty, recourse or undertaking of any kind or nature, and (b) reassigns any right, title and interest it may have to and under the Specified Trademark Collateral to the Grantors.

3. Further Assurances. The Collateral Agent hereby authorizes the Grantors or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the Collateral Agent authorizes and requests that the USPTO record this Release.

4. No Waiver, Consent or Amendment. This Release shall not be construed as a release of any Liens on or security interests in any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Specified Trademark Collateral to the Grantors as expressly specified above.

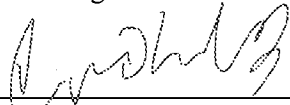
5. Governing Law. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.


6. Miscellaneous. SECTION 5.03 AND SECTION 5.06 OF THE FIRST LIEN COLLATERAL AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN, *MUTATIS MUTANDIS*.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: Wesley Cronin
Title: Authorized Signatory

SCHEDULE A

Registered Trademark:

Mark	Registered Owner	Registration No	Registration Date
INNOVATE. DISRUPT. WIN.	Orion Advisor Solutions, LLC	6127637	8/18/2020
FUNDCHOICE	Orion Portfolio Solutions, LLC	5693358	3/5/2019
PORTFOLIO TARGET	Orion Portfolio Solutions, LLC	5487565	6/5/2018
FTJ FUNDCHOICE	Orion Portfolio Solutions, LLC	2763387	9/16/2003