

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orion Advisor Solutions, Inc.		01/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6127637	INNOVATE. DISRUPT. WIN.	
<b>Registration Number:</b>	5693358	FUNDCHOICE	
<b>Registration Number:</b>	5487565	PORTFOLIO TARGET	
<b>Registration Number:</b>	2763387	FTJ FUNDCHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	28302.00183		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	01/03/2023		

CH \$115.00 6127637

**Total Attachments: 4**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2023 (this "Agreement"), entered into by Orion Advisor Solutions, Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement, dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among GT Polaris Midco, Inc., a Delaware corporation ("Holdings"), the Grantor, as the Borrower (as defined therein), the lenders party thereto from time to time (the "Lenders") and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (b) the Second Lien Collateral Agreement, dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement or if not therein defined, in the Second Lien Credit Agreement. 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, the Grantor hereby grants 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 U.S. Trademarks constituting Collateral listed on Schedule I attached hereto (the "Trademark Collateral"). Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any Excluded Asset. This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement. 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 4. 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 counterpart of a signature page of this Agreement by facsimile electronic mail (including ".pdf", ".tif" or similar format) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Requirements of Law.

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

SECTION 6. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate immediately and automatically upon the Termination Date.

(b) The Security Interest and all other security interests in the Collateral granted hereby shall also immediately and automatically terminate and be released in whole or in part at the time or times and in the manner set forth in Section 9.15 of the Second Lien Credit Agreement (including as described therein with respect to any release of a Subsidiary Guarantor or any Collateral prior to the Termination Date).

(c) In connection with any termination or release pursuant to this Section 6, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such Grantor to effect such release, including delivery of certificates, securities and instruments. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 6 shall be without recourse to or warranty by the Collateral Agent or any other Secured Party.

SECTION 7. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Holdings, the Borrower, the lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch ("CS"), as administrative agent, and the other parties thereto and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of September 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among CS, as First Lien Collateral Agent, CS, as Second Lien Collateral Agent, and each additional Representative (as defined therein) from time to time party thereto, and acknowledged by Holdings, the Borrower and its subsidiaries party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

*[Remainder of Page Intentionally Left Blank]*

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

ORION ADVISOR SOLUTIONS, INC.,  
as the Grantor

DocuSigned by:  
By: Daniel Applegarth  
Name: Daniel Applegarth  
Title: Chief Financial Officer and Treasurer

TRADEMARK COLLATERAL

Applied for Trademark Registrations:

None.

Registered Trademark Registrations:<sup>1</sup>

Owner	Mark	Registration Number	Registration Date
Orion Advisor Solutions, Inc.	INNOVATE. DISRUPT. WIN.	6127637	8/18/2020
Orion Advisor Solutions, Inc.	FUNDCHOICE	5693358*	3/5/2019
Orion Advisor Solutions, Inc.	PORTFOLIO TARGET	5487565*	6/5/2018
Orion Advisor Solutions, Inc.	FTJ FUNDCHOICE	2763387*	9/16/2003

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<sup>1</sup> Asterisk (\*) indicates trademark is currently registered to Orion Portfolio Solutions, LLC according to the U.S. Patent and Trademark Office database. Documentation memorializing an assignment to Orion Advisor Solutions, Inc. will be recorded with the U.S. Patent and Trademark Office.