

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM777988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orion Advisor Solutions, Inc.		01/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
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		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
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		

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Total Attachments: 4

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FIRST 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 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"), the Grantor, as the Borrower (as defined therein), the lenders party thereto from time to time (the "Lenders"), the Issuing Banks party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (b) the 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. 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 First Lien Collateral Agreement or if not therein defined, in the First Lien Credit Agreement. The rules of construction specified in Section 1.01(b) of the First 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 First 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 First Lien Collateral Agreement. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First 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 First 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.

[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:¹

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

¹ 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.