

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OneDigital Investment Advisors LLC	FORMERLY Resources Investment Advisors LLC	03/16/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3622399		
Registration Number:	3881652	E F	
Registration Number:	3868870	EFIDUCIARY.NET	
Registration Number:	3633476	FIDUCIARY COMPLIANCE RESOURCE CENTER	
Registration Number:	3871713	FIDUCIARY GOVERNANCE ONLINE	
Registration Number:	3851548	FIDUCIARY VAULT	
Registration Number:	4323531	PRAXIS CONSULTING	
Registration Number:	3635168	PROMOTING A CULTURE OF FIDUCIARY RESPONS	
Registration Number:	3870576	X	
Registration Number:	3707490	X PRAXIS CONSULTING GUIDING YOUR INVESTM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		

CH \$265.00 3622399

ATTORNEY DOCKET NUMBER:	045494-0371
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	03/16/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 16, 2023, is entered into by OneDigital Investment Advisors LLC, a Missouri limited liability company (formerly known as Resources Investment Advisors LLC) (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of November 16, 2020, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 7. Execution and Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement or other Loan Documents and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for 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.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ONEDIGITAL INVESTMENT ADVISORS LLC

By: 
Name: Charles Ristau
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008004 FRAME: 0954

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: 
Name: Ashleigh Erickson
Title: Authorized Officer



SCHEDULE A



TRADEMARKS

Trademark Applications

None.

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
<i>Design Only</i> 	U.S.	3622399	May 19, 2009	OneDigital Investment Advisors LLC
EF 	U.S.	3881652	November 23, 2010	OneDigital Investment Advisors LLC
EFIDUCIARY.NET	U.S.	3868870	October 26, 2010	OneDigital Investment Advisors LLC
FIDUCIARY COMPLIANCE RESOURCE CENTER	U.S.	3633476	June 2, 2009	OneDigital Investment Advisors LLC
FIDUCIARY GOVERNANCE ONLINE	U.S.	3871713	November 2, 2010	OneDigital Investment Advisors LLC
FIDUCIARY VAULT	U.S.	3851548	September 21, 2010	OneDigital Investment Advisors LLC
PRAXIS CONSULTING	U.S.	4323531	April 23, 2013	OneDigital Investment Advisors LLC
PROMOTING A CULTURE OF FIDUCIARY RESPONSIBILITY	U.S.	3635168	June 9, 2009	OneDigital Investment Advisors LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
<p>X </p>	U.S.	3870576	November 2, 2010	OneDigital Investment Advisors LLC
<p>X PRAXIS CONSULTING GUIDING YOUR INVESTMENT DECISIONS  Praxis Consulting <small>Guiding Your Investment Decisions</small></p>	U.S.	3707490	June 19, 2008	OneDigital Investment Advisors LLC