

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VETTAFI LLC		04/20/2023	Limited Liability Company: DELAWARE
S-NETWORK GLOBAL INDEXES, INC.		04/20/2023	Corporation: DELAWARE
ROBO GLOBAL INDEX LLC		04/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3855913	ALERIAN MLP INFRASTRUCTURE INDEX	
Registration Number:	3859772	ALERIAN	
Registration Number:	6096180	S-NETWORK	
Serial Number:	88733083	S S-NETWORK GLOBAL INDEXES	
Registration Number:	5019425	ROBO GLOBAL	
Registration Number:	6636632	ROBO GLOBAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6123402600		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$165.00 3855913

ATTORNEY DOCKET NUMBER:	059235-12329 CFD
NAME OF SUBMITTER:	Cathleen F. Dahl
SIGNATURE:	/Cathleen F. Dahl/
DATE SIGNED:	04/24/2023

Total Attachments: 4

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of April 20, 2023, by and among VETTAFI LLC, a Delaware limited liability company ("VettaFi"), S-NETWORK GLOBAL INDEXES, INC., a Delaware corporation ("S-Network") and ROBO GLOBAL INDEX LLC, a Delaware limited liability company ("ROBO", and together with VettaFi and S-Network, each, a "Grantor", and collectively, the "Grantors") to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, VETTAFI INTERMEDIATE LLC, a Delaware limited liability company, VettaFi and the Secured Party are parties to that certain Credit Agreement dated as of April 20, 2023 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, S-Network and ROBO have entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which S-Network and ROBO have agreed, among other things, to guarantee the obligations of the Borrowers under the Credit Agreement;

WHEREAS, each Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantors own the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.
- 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors (at the Grantors' expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Each Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, each Grantor shall retain the legal and equitable title to the Trademarks and shall have the right to use and register the Trademarks in the ordinary course of the business of such Grantor.

THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN THE PROVISIONS OF SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

GRANTORS:

VETTAFI LLC

By: 

Name: Laure Richmond

Title: Chief Financial Officer

S-NETWORK GLOBAL INDEXES, INC.

By: 

Name: Laure Richmond

Title: Chief Financial Officer

ROBO GLOBAL INDEX LLC

By: 



Name: Laure Richmond

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Credit Party
ALERIAN MLP INFRASTRUCTURE INDEX	77874848	11/17/2009	3855913	10/5/2010	VettaFi LLC
 Alerian	77938172	2/17/2010	3859772	10/12/2010	VettaFi LLC
S-NETWORK	88733078	12/19/2019	6096180	7/7/2020	S-Network Global Indexes, Inc.
	88733083	12/19/2019	N/A	N/A	S-Network Global Indexes, Inc.

ROBO GLOBAL	86547412	2/26/2015	5019425	8/9/2016	ROBO Global Index LLC
ROBO GLOBAL	90522422	2/10/2021	6636632	2/8/2022	ROBO Global Index LLC