

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cetera Financial Holdings, Inc.		11/27/2023	Corporation: DELAWARE
Cetera Financial Group, Inc.		11/27/2023	Corporation: DELAWARE
Summit Financial Group, Inc.		11/27/2023	Corporation: FLORIDA
1st Global, Inc.		11/27/2023	Corporation: TEXAS
Avantax, Inc.		11/27/2023	Corporation: DELAWARE
Avantax Wealth Management, Inc.		11/27/2023	Corporation: TEXAS
AWM Data LLC		11/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as notes collateral agent		
Street Address:	2 N. LaSalle Street, Suite 700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	4386542	C CETERA	
Registration Number:	3953736	C CETERA FINANCIAL GROUP	
Registration Number:	4386540	C	
Registration Number:	4386541	CETERA	
Registration Number:	3953295	CETERA FINANCIAL GROUP	
Registration Number:	4400652	CONNECT2CLIENTS	
Registration Number:	4689345	DATAPAK	
Registration Number:	3764318	FLEXINSURED ACCOUNT	
Registration Number:	4887018	IC2I	
Registration Number:	4227341	ICONNECT2INVEST	
Registration Number:	4501486	MANAGED WEALTH ADVANTAGE	
Registration Number:	3912040	SMARTWORKS	

CH \$1490.00 4386542

Property Type	Number	Word Mark
Registration Number:	4664849	PENTAMETER
Registration Number:	3907114	REP ON DEMAND
Registration Number:	4165371	SMARTWORKS ADVISER
Registration Number:	4195933	XMA
Registration Number:	3066881	INVESTORS CAPITAL
Registration Number:	3047858	INVESTORS CAPITAL HOLDINGS
Registration Number:	5261935	1040 PROSPECTOR
Registration Number:	5099168	PENTAMETER FIVE MEASURES OF BUSINESS SUC
Registration Number:	5445179	MYADVICEARCHITECT
Registration Number:	5403517	ADVICEARCHITECT ECOSYSTEM
Registration Number:	2194574	PRIMESWEEP
Registration Number:	4342766	SUMMIT COMMUNITY BANK
Registration Number:	4638801	SUMMIT FINANCIAL GROUP
Registration Number:	5582430	ADVICE-CENTRIC EXPERIENCE
Registration Number:	5916738	DECIPHER
Registration Number:	6201268	SETINCOME
Registration Number:	6211579	
Registration Number:	6211580	ADVICEWORKS
Registration Number:	6241750	INVESTPATH
Registration Number:	6302233	PARTNERWORKS
Registration Number:	5863594	D
Registration Number:	3403949	1ST GLOBAL
Registration Number:	4417333	1ST GLOBAL RESEARCH & CONSULTING
Registration Number:	2932354	MATRIX
Registration Number:	3724746	METHOD 10
Registration Number:	5999940	VOICE OF THE ADVISOR
Registration Number:	6398089	AVANTAX
Registration Number:	7072599	AVANTAX RETIREMENT PLAN SERVICES
Registration Number:	6489927	AVANTAX WEALTH MANAGEMENT
Registration Number:	4498626	BLUCORA
Registration Number:	5351985	BLUVEST
Registration Number:	3671163	8 WEALTH MANAGEMENT ISSUES
Registration Number:	5010645	1040 ANALYST
Registration Number:	4970809	1040 ANALYST
Registration Number:	4648020	1040 ANALYST
Registration Number:	2047321	HD VEST FINANCIAL SERVICES
Registration Number:	5759226	SEE THINGS IN HD
Registration Number:	4476961	THE FINANCIAL SERVICES FIRM OF TAX PROFE

Property Type	Number	Word Mark
Registration Number:	2415760	VESTADVISOR
Registration Number:	4393223	VESTADVISOR SELECT
Registration Number:	6224011	CAPITAL GAINS ANALYZER
Registration Number:	6343887	SOCIAL SECURITY PLANNER
Registration Number:	6224012	TAX-LOSS HARVESTER
Registration Number:	6183646	TSI TAX-SMART INVESTING
Serial Number:	98166869	AVANTAX INTELLIGENT PLANNING
Serial Number:	98166865	AVANTAX INTELLIGENT PLANNING
Serial Number:	88478796	AVANTAX

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00642
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/06/2023

Total Attachments: 7

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NOTES TRADEMARK SECURITY AGREEMENT dated as of November 27, 2023 (this “Agreement”), among Cetera Financial Holdings, Inc., a Delaware corporation, Cetera Financial Group, Inc., a Delaware corporation, Summit Financial Group, Inc., a Florida corporation, 1st Global, Inc., a Texas corporation, Avantax, Inc., a Delaware corporation, Avantax Wealth Management, Inc., a Texas corporation and AWM Data LLC, a Delaware limited liability company, (collectively, the “Grantors” and each individually, a “Grantor”) and The Bank of New York Mellon Trust Company, N.A., as notes collateral agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to (a) that certain Indenture, dated as of November 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among, prior to the consummation of the Escrow Issuer Merger, Aretex Escrow Issuer 2 Inc., a Delaware corporation (the “Initial Issuer”), and, following the consummation of the Escrow Issuer Merger, the Issuer, the Guarantors party thereto, The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), and the Notes Collateral Agent, pursuant to which the Initial Issuer issued \$700,000,000 of 10.000% Senior Secured Notes due 2030 (the “Notes”); and (b) that certain Notes Security Agreement dated as of November 27, 2023 (as amended, supplemented or otherwise modified from time to time, the “Notes Security Agreement”), among the Issuer, the other Grantors from time to time party thereto and the Notes Collateral Agent. In connection with the issuance of the Notes under the Indenture, each Guarantor party thereto has agreed to secure such Guarantor’s obligations under the Indenture and the other Note Document. Each Grantor is an Affiliate of the Issuer and is willing to execute and deliver this Agreement in order to guarantee the Note Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Notes Security Agreement. The rules of construction specified in Section 1.01(b) of the Notes Security 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, each Grantor hereby grants to the Notes 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 all of such Grantor’s United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only 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 trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Notes Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Notes Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Notes Security Agreement, the terms of the Notes Security Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Trademark Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

1ST GLOBAL, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer

AVANTAX, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer

AVANTAX WEALTH MANAGEMENT, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Co-Treasurer

AWM DATA LLC, as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Co-Treasurer

[Notes Trademark Security Agreement]

CETERA FINANCIAL HOLDINGS, INC, as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer

CETERA FINANCIAL GROUP, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer


CETERA FINANCIAL HOLDINGS, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer

SUMMIT FINANCIAL GROUP, INC., as Grantor

By: DocuSigned by:
Keith Shores
Name: Keith Shores
Title: Treasurer


THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Notes Collateral Agent

By: 
Name: Terence Rawlins
Title: Vice President

Schedule I to the
Notes Trademark Security Agreement

TRADEMARK COLLATERAL

Registrations

Owner	Title	Trademark Registration Number	Registration Date
Cetera Financial Holdings, Inc.	CETERA	4386542	8/20/2013
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3953736	5/03/2011
Cetera Financial Holdings, Inc.	C	4386540	8/20/2013
Cetera Financial Holdings, Inc.	CETERA	4386541	8/20/2013
Cetera Financial Holdings, Inc.	CETERA FINANCIAL GROUP	3953295	5/03/2011
Cetera Financial Holdings, Inc.	CONNECT2CLIENTS	4400652	9/10/2013
Cetera Financial Holdings, Inc.	DATAPAK	4689345	2/17/2015
Cetera Financial Group, Inc.	FLEXINSURED ACCOUNT	3764318	3/23/2010
Cetera Financial Holdings, Inc.	iC2i	4887018	1/12/2016
Cetera Financial Holdings, Inc.	ICONNECT2INVEST	4227341	10/16/2012
Cetera Financial Holdings, Inc.	MANAGED WEALTH ADVANTAGE	4501486	3/25/2014
Cetera Financial Group, Inc.	SMARTWORKS	3912040	1/25/2011
Cetera Financial Holdings, Inc.	PENTAMETER	4664849	12/30/2014
Cetera Financial Holdings, Inc.	REP ON DEMAND	3907114	1/18/2011
Cetera Financial Holdings, Inc.	SMARTWORKS ADVISER	4165371	6/26/2012
Cetera Financial Holdings, Inc.	XMA	4195933	8/21/2012
Investors Capital Holdings, LLC	INVESTORS CAPITAL	3066881	03/07/2006
Investors Capital Holdings, LLC	INVESTORS CAPITAL HOLDINGS	3047858	01/24/2006
Cetera Financial Holdings, Inc.	1040 PROSPECTOR	5261935	8/08/2017
Cetera Financial Holdings, Inc.	PENTAMETER: FIVE MEASURES OF BUSINESS SUCCESS	5099168	12/13/2016
Cetera Financial Holdings, Inc.	 myadvice Architect	5445179	4/10/2018
Cetera Financial Holdings, Inc.	ADVICEARCHITECT ECOSYSTEM	5403517	2/13/2018
Cetera Financial Holdings, Inc.	PRIMESWEEP	2194574	10/13/1998
SUMMIT FINANCIAL GROUP, INC.	SUMMIT COMMUNITY BANK	4342766	5/28/2013
SUMMIT FINANCIAL GROUP, INC.	SUMMIT FINANCIAL GROUP	4638801	11/18/2014
Cetera Financial Holdings, Inc.	ADVICE-CENTRIC EXPERIENCE	5582430	10/9/18
Cetera Financial Holdings, Inc.	DECIPHER	5916738	11/19/19
Cetera Financial Holdings, Inc.	SETINCOME	6201268	11/17/20
Cetera Financial Holdings, Inc.	AW	6211579	12/1/20
Cetera Financial Holdings, Inc.	ADVICEWORKS	6211580	12/1/20
Cetera Financial Holdings, Inc.	INVESTPATH	6241750	1/5/21
Cetera Financial Holdings, Inc.	PARTNERWORKS	6302233	3/23/21
Cetera Financial Holdings, Inc.	D	5863594	9/17/19

Owner	Title	Trademark Registration Number	Registration Date
1 ST Global, Inc.	1ST GLOBAL	3403949	04/01/2008
1 ST Global, Inc.	1ST GLOBAL RESEARCH & CONSULTING	4417333	10/15/2013
1 ST Global, Inc.	MATRIX	2932354	03/15/2005
1 ST Global, Inc.	METHOD 10	3724746	12/15/2009
1 ST Global, Inc.	VOICE OF THE ADVISOR	5999940	03/03/2020
Avantax, Inc.	AVANTAX	6398089	06/22/2021
Avantax, Inc.	AVANTAX RETIREMENT PLAN SERVICES	7072599	06/06/2023
Avantax, Inc.	AVANTAX WEALTH MANAGEMENT	6489927	09/21/2021
Avantax, Inc.	BLUCORA	4498626	03/18/2014
Avantax, Inc.	BLUVEST	5351985	12/05/2017
Avantax Wealth Management, Inc.	8 WEALTH MANAGEMENT ISSUES	3671163	08/18/2009
Avantax Wealth Management, Inc.	1040 ANALYST	5010645	08/02/2016
Avantax Wealth Management, Inc.	1040 ANALYST	4970809	05/31/2016
Avantax Wealth Management, Inc.	1040 ANALYST	4648020	12/02/2014
Avantax Wealth Management, Inc.	HD VEST FINANCIAL SERVICES	2047321	03/25/1997
Avantax Wealth Management, Inc.	SEE THINGS IN HD	5759226	05/21/2019
Avantax Wealth Management, Inc.	THE FINANCIAL SERVICES FIRM OF TAX PROFESSIONALS	4476961	02/04/2014
Avantax Wealth Management, Inc.	VESTADVISOR	2415760	12/26/2000
Avantax Wealth Management, Inc.	VESTADVISOR SELECT	4393223	08/27/2013
AWM Data, LLC	CAPITAL GAINS ANALYZER	6224011	12/15/2020
AWM Data, LLC	SOCIAL SECURITY PLANNER	6343887	5/4/2021
AWM Data, LLC	TAX-LOSS HARVESTER	6224012	12/15/2020
AWM Data, LLC	TSI TAX-SMART INVESTING	6183646	10/27/2020

Applications:

Owner	Title	Trademark Serial Number	Filing Date
Avantax, Inc.	AVANTAX INTELLIGENT PLANNING	98166869	09/06/2023
Avantax, Inc.	AVANTAX INTELLIGENT PLANNING	98166865	09/06/2023
Avantax, Inc.	AVANTAX	88478796	06/18/2019