

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KESTRA FINANCIAL, INC.		03/22/2024	Corporation: DELAWARE
BLUESPRING WEALTH PARTNERS, LLC		03/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	UBS AG, STAMFORD BRANCH, as collateral agent		
Street Address:	600 Washington Blvd., 9th Floor		
Internal Address:	Attention: Global Loan Services		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97129066	ADVISORENTERPRISE	
Serial Number:	88533689	BLUESPRING WEALTH PARTNERS	
Serial Number:	88533672	BLUESPRING	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<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:	2123732619		
Email:	kshmorhun@paulweiss.com, amtang@paulweiss.com		
Correspondent Name:	Katerina Shmorhun		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024344-00001		
NAME OF SUBMITTER:	Katerina Shmorhun		
SIGNATURE:	Katerina Shmorhun		
DATE SIGNED:	04/01/2024		

CH \$90.00.00 97129066

Total Attachments: 5

source=08. Kestra 1L - Trademark Security Agreement#page1.tif

source=08. Kestra 1L - Trademark Security Agreement#page2.tif

source=08. Kestra 1L - Trademark Security Agreement#page3.tif

source=08. Kestra 1L - Trademark Security Agreement#page4.tif

source=08. Kestra 1L - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2024 (this “Agreement”), among KESTRA FINANCIAL, INC., a Delaware corporation, BLUESPRING WEALTH PARTNERS, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among KINGFISHER HOLDING B, INC., a Delaware corporation (“Initial Holdings”), KESTRA ADVISOR SERVICES HOLDINGS A, INC., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as Administrative Agent and Collateral Agent, and that certain Amended and Restated Collateral Agreement dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the 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, each Grantor hereby grants to the Collateral Agent, its successors and assigns, 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 Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as a present assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, 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” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

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 Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[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.



**KESTRA FINANCIAL, INC.,
BLUESPRING WEALTH PARTNERS, LLC,**
each a Grantor

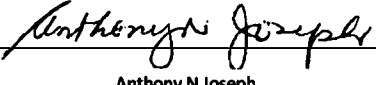
By: *Bredt Norwood*
Name: R. Bredt Norwood
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008385 FRAME: 0979**

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By: 
Name:  Muhammad Afzal, Director
Title:

By: 
Name: Anthony N Joseph
Title: Associate Director

Schedule I

United States Registered and Applied-For Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Kestra Financial, Inc.	ADVISORENTE RPRISE	97129066	Nov. 17, 2021	6983688	Feb. 21, 2023
2.	Bluespring Wealth Partners, LLC	BLUESPRING WEALTH PARTNERS	88533689	Jul. 24, 2019	6828087	Aug. 23, 2022
3.	Bluespring Wealth Partners, LLC	BLUESPRING	88533672	Jul. 24, 2019	6828086	Aug. 23, 2022