

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI117254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KESTRA FINANCIAL, INC.		03/22/2024	Corporation: DELAWARE
PROVISE MANAGEMENT GROUP, LLC		03/22/2024	Limited Liability Company: FLORIDA
RINVELT & DAVID, LLC		03/22/2024	Limited Liability Company: MICHIGAN
BLUESPRING WEALTH PARTNERS, LLC		03/22/2024	Limited Liability Company: TEXAS
SNS FINANCIAL GROUP, LLC		03/22/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	ALTER DOMUS (US) LLC, as Second Lien Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
Internal Address:	Attn: Legal Department – Agency, Emily Ergang Pappas and Magdalena Miller		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4861385	ADVISORCOMPLETE	
Registration Number:	5940976	KESTRA	
Registration Number:	6093348	KESTRA	
Registration Number:	6093345	KESTRA FINANCIAL	
Registration Number:	5635425	KESTRA FINANCIAL	
Registration Number:	6983688	ADVISORENTERPRISE	
Registration Number:	2843333	PERSONAL FINANCIAL OFFICER PFO	
Registration Number:	1767650	PROVISE	
Registration Number:	3347201	RINVELT & DAVID LLC PERSONAL FINANCIAL PLANNING SPECIALISTS	
Registration Number:	6828086	BLUESPRING	

CH \$365.00.00 76714161

Property Type	Number	Word Mark
Registration Number:	6828087	BLUESPRING WEALTH PARTNERS
Registration Number:	4633737	SOJOURN A PAUSE IN THE PATH OF A LONGER JOURNEY
Registration Number:	4668362	SOJOURN
Registration Number:	3424328	V VECTOR WEALTH MANAGEMENT

CORRESPONDENCE DATA

Fax Number: 3474021997
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: 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:	24344-1
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun
DATE SIGNED:	04/01/2024

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2024 (this “Agreement”), among KESTRA FINANCIAL, INC., a Delaware corporation, PROVIDE MANAGEMENT GROUP, LLC, a Florida limited liability company, RINVELT & DAVID, LLC, a Michigan limited liability company, BLUESPRING WEALTH PARTNERS, LLC, a Texas limited liability company and SNS FINANCIAL GROUP, LLC, a Minnesota limited liability company (the “Grantor”) and ALTER DOMUS (US) LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement dated as of March 22, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among KINGFISHER HOLDING B, INC., a Delaware corporation (“Initial Holdings”), KESTRA ADVISOR SERVICES HOLDINGS A, INC., a Delaware corporation (the “Borrower”), the other parties from time to time party hereto and ALTER DOMUS (US) LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien 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 Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second 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, each Grantor hereby grants to the Second Lien 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 Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Second Lien 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. Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the Amended and Restated First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. 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 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

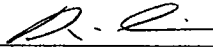
**KESTRA FINANCIAL, INC.,
BLUESPRING WEALTH PARTNERS, LLC,**
each a Grantor

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

**PROVISE MANAGEMENT GROUP, LLC,
RINVELT & DAVID, LLC,
SNS FINANCIAL GROUP, LLC,**
each a Grantor

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

ALTER DOMUS (US) LLC, as Second
Lien Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008385 FRAME: 0993

Schedule I

United States Registered and Applied-For Trademarks


Kestra Financial, Inc.

Trademark	Reg. No.	Reg. Date
ADVISORCOMPLETE	4,861,385	12/1/2015
KESTRA	5,940,976	12/24/2019
KESTRA	6,093,348	7/7/2020
KESTRA FINANCIAL	6,093,345	7/7/2020
KESTRA FINANCIAL	5,635,425	12/25/2018
ADVISORENTERPRISE	6,983,688	2/21/2023

ProVise Management Group, LLC

Trademark	Reg. No.	Reg. Date
PERSONAL FINANCIAL OFFICER PFO	2,843,333	5/18/2004
PROVISE	1,767,650	4/27/1993

Rinvelt & David, LLC


Trademark	Reg. No.	Reg. Date
	3,347,201	12/4/2007

Bluespring Wealth Partners, LLC

Trademark	Reg. No.	Reg. Date
BLUESPRING	6,828,086	8/23/2022
BLUESPRING WEALTH PARTNERS	6,828,087	8/23/2022

SNS Financial Group, LLC

Trademark	Reg. No.	Reg. Date
SOJOURN A PAUSE IN THE PATH OF A LONGER JOURNEY	4,633,737	11/4/2014
SOJOURN	4,668,362	1/6/2015

V VECTOR WEALTH MANAGEMENT 	3,424,328	5/6/2008
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