

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perella Weinberg Partners Group LP		11/30/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cadence Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	2800 Post Oak Blvd., Suite 3800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5060200	A-RATIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F166894		
<b>NAME OF SUBMITTER:</b>	Emily Ohannessian		
<b>SIGNATURE:</b>	/EMILY OHANNESSIAN/		
<b>DATE SIGNED:</b>	12/01/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, between Perella Weinberg Partners Group LP, a Delaware limited partnership (herein referred to as the “**Grantor**”) and Cadence Bank, N.A as Collateral Agent (as defined below);

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, PERELLA WEINBERG PARTNERS GROUP LP (the “**Borrower**”), PWP HOLDINGS LP, the Lenders party thereto, and CADENCE BANK, N.A. as Administrative Agent and Collateral Agent (in such capacity, the “**Collateral Agent**”), are parties to a Credit Agreement dated as of November 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of November 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, the Grantors party thereto and CADENCE BANK, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Grantor has secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor

against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing,

*provided* that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Collateral Agent shall execute and deliver to the Grantor all releases, termination statements and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the Trademark Collateral.

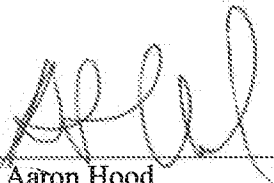
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

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

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the date first above written.

PERELLA WEINBERG PARTNERS GROUP  
LP

By:   
Name: Aaron Hood  
Title: Authorized Person

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005931 FRAME: 0580**

Acknowledged:

CADENCE BANK, N.A.,  
as Collateral Agent

By: 

Name:

Title:

**Ross L. Vaughan**  
**Executive Vice President**

[Signature Page – Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005931 FRAME: 0581**

**Schedule 1  
to Trademark  
Security Agreement**

**PERELLA WEINBERG PARTNERS GROUP LP**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
A-RATIO	5060200	10/11/2016

**U.S. TRADEMARK APPLICATIONS**

None.