

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433619

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Delete registration number 5144675 Wealthtrust which has been recorded and add serial #87232272 Luna Wealth Advisors previously recorded on Reel 006074 Frame 0690. Assignor(s) hereby confirms the WealthTrust Fairport, LLC.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WealthTrust Fairport, LLC		05/31/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87232272	LUMA WEALTH ADVISORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek, Project Assistant		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	07/03/2017		
<b>Total Attachments: 8</b>			
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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM429607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement


**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WealthTrust Fairport, LLC		05/31/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO Harris Bank N.A.
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	<del>5144675</del>	<del>WEALTHTRUST</del> 
Registration Number:	2531825	SOLUTIONS FOR WOMEN

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** emily.klump@thomsonreuters.com

**Correspondent Name:** Andrea Gniadek, Project Assistant

**Address Line 1:** 111 West Monroe Street

**Address Line 2:** Chapman and Cutler

**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Andrea Gniadek
<b>SIGNATURE:</b>	/Emily Klump/
<b>DATE SIGNED:</b>	06/01/2017

**Total Attachments: 5**

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- source=Pages from Scan\_Andrea H. Gniadek\_10\_20\_01-06-2017-2#page3.tif
- source=Pages from Scan\_Andrea H. Gniadek\_10\_20\_01-06-2017-2#page4.tif

OP \$65.00 5144675

## TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2017, WEALTHTRUST LLC, a Delaware limited liability company ("*WealthTrust*") with its principal place of business and mailing address at 600 Travis Street, Houston, Texas 77002, WEALTHTRUST FAIRPORT, LLC, a Delaware limited liability company ("*Fairport*") with its principal place of business and mailing address at 1350 Euclid Avenue, Suite 400, Cleveland Ohio 44115, and LEONETTI & ASSOCIATES, LLC, an Illinois limited liability company ("*Leonetti*" and together with *WealthTrust* and *Fairport*, the "*Debtors*" and each, a "*Debtor*") with its principal place of business and mailing address at 1130 Lake Cook Road, Suite 300, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and each grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated March 10, 2017, between HighTower Holding, LLC, the other parties thereto, and Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtors' Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

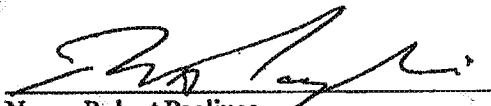
Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of Illinois.. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

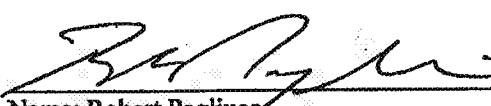
LEONETTI & ASSOCIATES, LLC

By   
Name: Robert Pagliuco  
Title: Manager

WEALTHTRUST LLC

By   
Name: Robert Pagliuco  
Title: Executive Vice President and  
Assistant Secretary

WEALTHTRUST FAIRPORT, LLC

By   
Name: Robert Pagliuco  
Title: Executive Vice President and  
Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name: James J. Hess  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT—WEALTHTRUST ACQUISITION]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>ENTITY</b>	<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
Leonetti & Associates, LLC	SECURE FUTURE SOLUTION	2781719	November 11, 2003
WealthTrust LLC	WealthTrust	5,144,675	February 21, 2017
WealthTrust Fairport, LLC	SOLUTIONS FOR WOMEN	2531825	January 22, 2002

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>ENTITY</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
WealthTrust Fairport, LLC	LUMA WEALTH ADVISORS	87232272	November 10, 2016