

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF A SECURITY INTEREST-TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MID ATLANTIC CAPITAL GROUP, INC.		06/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Life Insurance Company, as Administrative Agent under the Second Lien Credit Agreement		
Street Address:	1601 Trapelo Road		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5112112	ADVISORSIGHT	
Registration Number:	5132052	DEPOSITXCHANGE	
Registration Number:	3921394	ETFXCHANGE	
Registration Number:	5308555	FIDUCIARYXCHANGE	
Registration Number:	5329570	MANAGERXCHANGE	
Registration Number:	4043161	MODELXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F177482 TM		
NAME OF SUBMITTER:	Jonathan Larson		

OP \$165.00 5112112

SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	06/11/2018
Total Attachments: 4 source=NY-32127455-v1-Executed_Notice of Grant of Security Interest_Trademark#page2.tif source=NY-32127455-v1-Executed_Notice of Grant of Security Interest_Trademark#page3.tif source=NY-32127455-v1-Executed_Notice of Grant of Security Interest_Trademark#page4.tif source=NY-32127455-v1-Executed_Notice of Grant of Security Interest_Trademark#page5.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE GRANTEE PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY SECURITY INSTRUMENT OR THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRANTEE HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY SECURITY INSTRUMENT, THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL CONTROL

NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of June 1, 2018, by and among MID ATLANTIC CAPITAL GROUP, INC. (the “*Grantor*”) and DELAWARE LIFE INSURANCE COMPANY, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 1, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing (i) prior to the Discharge of the First Lien Obligations, second priority security interest and (ii) thereafter, a first priority security interest (in each case, subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

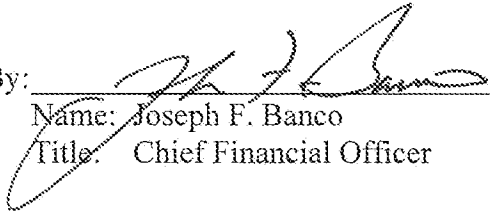
This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest-Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MID ATLANTIC CAPITAL GROUP, INC.

By: _____


Name: Joseph F. Banco

Title: Chief Financial Officer

[Signature Page to Notice of Grant of a Security Interest—Trademarks (Second Lien)]

TRADEMARK
REEL: 006350 FRAME: 0751

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

TRADEMARKS

Legal/ Registered Owner	Mark	Country	Reg. No.	App. No.	Registration Date	Application Date	Date of First Use
Mid Atlantic Capital Group, Inc.	Advisorsight	U.S.A.	5,112,112	86/791,908	01/03/2017	10/19/2015	10/01/2015
Mid Atlantic Capital Group, Inc.	DepositxChange	U.S.A.	5,132,052	87/019,648	01/31/2017	04/29/2016	2/01/2016
Mid Atlantic Capital Group, Inc.	ETFxChange	U.S.A.	3,921,394	85/105,925	02/15/2011	08/12/2010	03/01/2009
Mid Atlantic Capital Group, Inc.	FiduciaryxChange	U.S.A.	5,308,555	87/173,799	10/10/2017	09/16/2016	05/26/2017
Mid Atlantic Capital Group, Inc.	ManagerxChange	U.S.A.	5,329,570	87/420,389	11/07/2017	04/21/2017	04/01/2017
Mid Atlantic Capital Group, Inc.	ModelxChange	U.S.A.	4,043,161	85/126,069	10/18/2011	09/09/2010	1/04/2011