

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515794

<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>
Rockefeller & Co. LLC		03/22/2019	Limited Liability Company: DELAWARE
Rockefeller Capital Management L.P.		03/22/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	300 Fifth Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87865281	WHERE LEGACIES BEGIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127069000		
<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>	312-701-8352		
<b>Email:</b>	ejpalmer@mayerbrown.com, mdecember@mayerbrown.com		
<b>Correspondent Name:</b>	Erick J. Palmer		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>NAME OF SUBMITTER:</b>	Erick J. Palmer		
<b>SIGNATURE:</b>	/EJP/		
<b>DATE SIGNED:</b>	03/25/2019		
<b>Total Attachments: 5</b>			
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**SECURITY INTEREST**  
**IN UNITED STATES TRADEMARKS**

March 22, 2019

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, Rockefeller & Co. LLC, a Delaware limited liability company (“**Rock & Co.**”) and Rockefeller Capital Management L.P., a Delaware limited partnership (“**RCM**” and together with Rock & Co., the “**Grantors**”, and each individually, a “**Grantor**”) with principal offices at 10 Rockefeller Plaza, New York, NY 10020, each hereby grant PNC Bank, National Association, as Administrative Agent for the Lenders (the “**Administrative Agent**”), pursuant to the Security Agreement (defined below), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all of such Grantor’s right, title and interest in and to the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in the Perfection Certificate delivered to the Administrative Agent on the Closing Date and referred to in Schedule A hereto, and (ii) the right to obtain all renewals thereof (collectively, the “**Trademarks**”).

**THIS SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this “**Agreement**”) is made to secure the satisfactory performance and payment of all obligations of the Grantors under the Credit Agreement and the other Loan Documents.

Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement dated as of the date hereof by and among the Grantors, certain affiliates of the Grantors, and the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”) or the Credit Agreement (as defined in the Security Agreement), as applicable. Upon request of the Grantors when all of the Secured Obligations have been Paid In Full, the Administrative Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks under this Agreement. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

The Grantors authorize and request that the Commissioner for Trademarks and any other applicable government officer record the grant of security interest made pursuant to this Agreement.

This security interest has been made in conjunction with the security interest granted to the Administrative Agent for the benefit of the Lenders under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS AGREEMENT AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW (INCLUDING STATUTE OF LIMITATIONS) OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF).

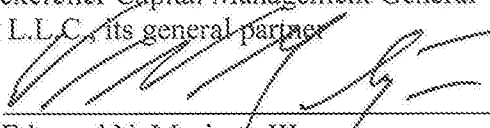
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

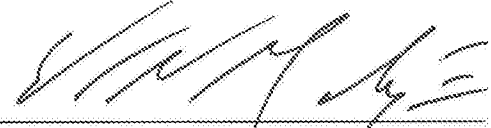
**GRANTORS:**

**ROCKEFELLER CAPITAL  
MANAGEMENT L.P.**

By: Rockefeller Capital Management General  
Partner L.L.C., its general partner

By:   
Name: Edmond N. Moriarty III  
Title: Chief Financial Officer


**ROCKEFELLER & CO. LLC**

By:   
Name: Edmond N. Moriarty III  
Title: Chief Financial Officer

*[Signature page to Security Interest in Trademarks (PNC)]*

**ADMINISTRATIVE AGENT:**

**PNC BANK, NATIONAL ASSOCIATION**

By:   
Name: Eric M. Bruno  
Title: Senior Vice President

*[Signature Page to Security Interest in Trademarks (PNC)]*

**TRADEMARK  
REEL: 006599 FRAME: 0752**

**SCHEDULE A**

**LIST OF TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
WHERE LEGACIES BEGIN	United States	Rockefeller Capital Management L.P.	4/5/2018	87/865281	N/A	N/A

[Signature Page to Security Interest in Trademarks (PNC)]

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**RECORDED: 03/25/2019**

**TRADEMARK  
REEL: 006599 FRAME: 0753**