

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Planning, LLC (f/k/a Creative Planning, Inc.)		02/10/2020	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	3475 Piedmont Road N.E., Suite 1260		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5212337	C CREATIVE PLANNING	
Registration Number:	4494416	CREATIVE PLANNING	
Registration Number:	4484919		
Registration Number:	4484921	THINKING BEYOND...	
Serial Number:	88711868	DOWN THE MIDDLE	
Serial Number:	88711882	THROUGH THE NOISE	
Serial Number:	88711873	A THOUSAND MILES FROM WALL STREET	
Serial Number:	88711888	BALANCE AND CENTS	
Serial Number:	88731924	THE STANDARD DEDUCTION	
Serial Number:	88720501	CREATIVE PLANNING'S - A MATTER OF TRUST	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 5212337

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/10/2020
Total Attachments: 6 source=05. Creative Planning - Trademark Security Agreement#page1.tif source=05. Creative Planning - Trademark Security Agreement#page2.tif source=05. Creative Planning - Trademark Security Agreement#page3.tif source=05. Creative Planning - Trademark Security Agreement#page4.tif source=05. Creative Planning - Trademark Security Agreement#page5.tif source=05. Creative Planning - Trademark Security Agreement#page6.tif	

NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 10, 2020 is made by Creative Planning, LLC (f/k/a Creative Planning, Inc.), a Missouri limited liability company (the "Grantor"), in favor of Citizens Bank, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 10, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CPI Holdco B, LLC, a Delaware limited liability company, the Lenders party thereto and Citizens Bank, N.A., as Administrative Agent, Collateral Agent and Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and Borrower have executed and delivered that certain Security Agreement, dated as of February 10, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and its Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom, (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors' "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Creative Planning, LLC,
as Grantor

By: 


Name: Peter A. Mallouk

Title: President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

CITIZENS BANK, N.A.,
as Collateral Agent

By:



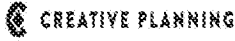
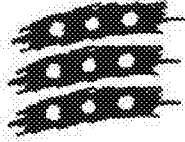
Name: Douglas M Kennedy
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006860 FRAME: 0727

SCHEDULE A

U.S. Trademark Registrations

Owner	Registration No.	Trademark
Creative Planning, LLC (fka Creative Planning, Inc.)	5212337 30-MAY-2017	C CREATIVE PLANNING & Design 
Creative Planning, LLC (fka Creative Planning, Inc.)	4494416 11-MAR-2014	CREATIVE PLANNING
Creative Planning, LLC (fka Creative Planning, Inc.)	4484919 18-FEB-2014	Design Only 
Creative Planning, LLC (fka Creative Planning, Inc.)	4484921 18-FEB-2014	THINKING BEYOND...

U.S. Trademark Applications

Owner	Application No.	Trademark
Creative Planning, LLC (fka Creative Planning, Inc.)	88/711,868 02-DEC-2019 (Pending)	DOWN THE MIDDLE
Creative Planning, LLC (fka Creative Planning, Inc.)	88/711,882 02-DEC-2019 (Pending)	THROUGH THE NOISE
Creative Planning, LLC (fka Creative Planning, Inc.)	88/711,873 02-DEC-2019 (Pending)	A THOUSAND MILES FROM WALL STREET
Creative Planning, LLC (fka Creative Planning, Inc.)	88/711,888 02-DEC-2019 (Pending ITU)	BALANCE AND CENTS
Creative Planning, LLC (fka Creative Planning, Inc.)	88/731,924 18-DEC-2019 (Pending ITU)	THE STANDARD DEDUCTION
Creative Planning, LLC (fka Creative Planning, Inc.)	88/720,501 09-DEC-2019 (Pending ITU)	CREATIVE PLANNING'S – A MATTER OF TRUST