

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Planning, LLC		05/07/2020	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: 1			
Property Type	Number	Word Mark	
Serial Number:	88850034	THE 411 ON 401K	
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		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	05/08/2020		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Creative Planning, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC - MO
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 7, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank, N.A.

Street Address: 3475 Piedmont Road N.E., Suite 1260

City: Atlanta

State: GA

Country: USA Zip: 30305

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 88850034 Text

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 7, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of May 7, 2020 is made by Creative Planning, LLC, 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 by that certain Amendment No. 1, dated as of May 7, 2020 and as may be further 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.

WITNESSETH:

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 is 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 Grantor's "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.

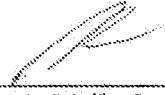
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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.

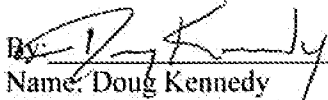
Creative Planning, LLC,
as Grantor

By: 
Name: Peter A. Mallouk
Title: President, Secretary and Treasurer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006933 FRAME: 0359

CITIZENS BANK, N.A.,
as Collateral Agent

By: 
Name: Doug Kennedy
Title: Sr Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Creative Planning, LLC	88850034 03/27/2020	Pending	THE 411 ON 401K