

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Horizon Investments, LLC		07/20/2020	Limited Liability Company: SOUTH CAROLINA
Vistafy, Inc.		07/20/2020	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	ACP Horizon Holdings, L.P., as Administrative Agent
Street Address:	400 Hamilton Avenue, Suite 230
Internal Address:	c/o Altamont Capital Partners
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4663102	REAL SPEND
Registration Number:	4945619	GAIN PROTECT SPEND
Registration Number:	5016093	HORIZON INVESTMENTS
Registration Number:	5079483	H
Registration Number:	5079488	VISTAFY
Registration Number:	5511034	EMPOWER THE ADVISOR
Registration Number:	5542092	HORIZON PATHWAY PORTFOLIOS
Registration Number:	5572310	GOALS-BASED PERFORMANCE STANDARDS
Registration Number:	4531887	RISK ASSIST
Registration Number:	5829865	HORIZON ONE
Registration Number:	6020767	GOALS-BASED PLANNING

CORRESPONDENCE DATA

Fax Number: 6172359493

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.

Phone: 212-596-9287

TRADEMARK

Email: nicole.mollica@ropesgray.com
Correspondent Name: Nicole Mollica, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 108712-0197-003

NAME OF SUBMITTER: Nicole Mollica

SIGNATURE: /nicole mollica/

DATE SIGNED: 07/22/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of July 20, 2020, is entered into by and among Horizon Investments, LLC, a South Carolina limited liability company and Vistafy, Inc., a North Carolina corporation (together, the “**Grantors**”) and ACP Horizon Holdings, L.P. (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of July 20, 2020, among the Assignee and the Grantors (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Senior Secured Convertible Note Purchase Agreement, dated as of July 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), between the Grantors, the Assignee and certain Investors party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable. For purposes of this Agreement, “**Trademarks**” shall mean all of the following now owned or hereafter acquired by the Grantors: (a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing including, including, without limitation, the applications and registrations listed on Schedule A hereto, and (b) with respect to any and all of the foregoing: (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, pursuant to the Security Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral of the Grantors, including Grantors’ Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Security Agreement, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Grantors’ Secured Obligations, the Grantors hereby grant to the Assignee a security interest in and continuing Lien on all of the Grantors’ right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) Notwithstanding anything to the contrary contained in clause (a), the security interest created by this Agreement shall not extend to any Excluded Assets or applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor thereto (the “PTO”) on the basis of the applicant’s intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be coterminous with the term of the Security Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Note Purchase Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

ACP Horizon Holdings, L.P.

By:  _____
Name: Keoni Schwartz
Title: Managing Member

Address of Assignee:
c/o Altamont Capital Partners
400 Hamilton Avenue, Suite 230
Palo Alto, CA 94301

GRANTORS:

Horizon Investments, LLC

By: _____
Name:
Title:

Vistafy, Inc.

By: _____
Name:
Title:

Address of Grantors:
6210 Ardrey Kell Rd., Suite 300
Charlotte, NC 28277

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:


ACP Horizon Holdings, L.P.

By: _____
Name:
Title:

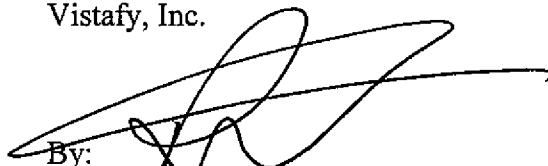
Address of Assignee:
c/o Altamont Capital Partner
400 Hamilton Avenue, Suite 230
Palo Alto, CA 94301

GRANTORS:

Horizon Investments, LLC

By:  _____
Name: Robert J. Cannon
Title: Sole Manager

Vistafy, Inc.

By:  _____
Name: Robert J. Cannon
Title: President

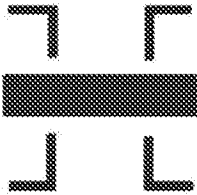
Address of Grantors:
6210 Ardrey Kell Rd., Suite 300
Charlotte, NC 28277

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

<u>Grantor</u>	<u>Trademark Name</u>	<u>Registration/ Application No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Status</u>
Horizon Investments, LLC	REAL SPEND (plain text)	4663102/ 86279898	Registered: 12/30/14	4/23/2020	LIVE
Horizon Investments, LLC	GAIN PROTECT SPEND (plain text)	4945619/ 86750588	Registered: 4/26/16	4/26/2020	LIVE
Horizon Investments, LLC	HORIZON INVESTMENTS (plain text)	5016093/ 86733201	Registered: 8/9/16	8/9/2016	LIVE

Horizon Investments, LLC		5079483/ 86799953	Registered: 11/8/2016	11/8/2020	LIVE
Vistafy, Inc.	VISTAFY (plain text)	5079488/ 86802315	Registered; 11/8/16	11/8/2020	LIVE
Horizon Investments, LLC	EMPOWER THE ADVISOR (plain text)	5511034/ 87455660	Registered: 7/10/18	7/10/2020	LIVE
Horizon Investments, LLC	HORIZON PATHWAY PORTFOLIOS (plain text)	5542092/ 87455693	Registered: 8/14/18	8/14/2020	LIVE
Horizon Investments, LLC	GOALS-BASED PERFORMANCE STANDARDS (plain text)	5572310/ 87379520	Registered: 9/25/18	9/25/2020	LIVE
Horizon Investments, LLC	RISK ASSIST (plain text)	4531887/ 85866672	Registered: 5/20/14	7/1/2020	LIVE

Horizon Investments, LLC	HORIZON ONE (plain text)	5829865/ 87929397	Registered: 8/6/19	8/6/2020	LIVE
Horizon Investments, LLC	GOALS-BASED PLANNING (plain text)	6,020,767/ 88420814	Registered: 3/24/20	3/24/2020	LIVE

Applications for Registration of Trademarks

<u>Grantor</u>	<u>Trademark Name</u>	<u>Registration/ Application No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Status</u>
Horizon Investments, LLC	GBPS (plain text)	N/A / 87379529	Application pending: Notice of Allowance Issued (waiting on SOU)	3/19/2020	LIVE
Horizon Investments, LLC	PLANNING FACTORS (plain text)	N/A / 88847113	Application Pending: Response to office action due 12/22/20	6/22/2020	LIVE
Horizon Investments, LLC	EXPECTATIONAL CERTAINTY (plain text)	88901346	Application Pending: Scheduled to Publish on July 28, 2020	5/5/2020	LIVE