

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Obsidian Agency Services, Inc.		04/21/2021	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Hightower Holding, LLC
<b>Street Address:</b>	200 W. Madison, Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Wealthtrust LLC
<b>Street Address:</b>	200 W. Madison, Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	3764475	AN UNOBSTRUCTED VIEW
<b>Registration Number:</b>	4691140	
<b>Serial Number:</b>	87597723	FIDUCIARY REVOLUTION
<b>Registration Number:</b>	3752867	HIGHTOWER
<b>Serial Number:</b>	87277046	HIGHTOWER CLEAR
<b>Registration Number:</b>	5144675	WEALTHTRUST

## CORRESPONDENCE DATA

Fax Number: 3128622200

*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: 312-862-6371

Email: renee.prescan@kirkland.com

TRADEMARK

**Correspondent Name:** Renee Prescan  
**Address Line 1:** 300 North LaSalle Street  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 44346-7

**NAME OF SUBMITTER:** Renee M. Prescan

**SIGNATURE:** /Renee M. Prescan/

**DATE SIGNED:** 04/23/2021

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of April 21, 2021, is made by **OBSIDIAN AGENCY SERVICES, INC.**, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), in favor of **HIGHTOWER HOLDING, LLC**, a limited liability company existing under the laws of Delaware, and **WEALTHTRUST LLC**, a limited liability company existing under the laws of Delaware (each, a "Grantor" and collectively, the "Grantors"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below), whether directly or by reference to another agreement.

**WHEREAS**, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of January 31, 2018 by and among the Grantors, the Collateral Agent and certain other parties (as may have been amended, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantors executed and delivered in favor of the Collateral Agent that certain Second Lien Trademark Security Agreement dated as of January 31, 2018 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on February 4, 2018 at Reel/Frame 6265/0125;

**WHEREAS**, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all right, title and interest of such Grantor in to and under (a) all trademarks (including service marks), service marks, trade names, trade styles, trade dress, and logos, slogans and other indicia or origin and the registrations and applications for registration thereof, including those listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing (collectively, the "Trademark Collateral");

**WHEREAS**, the Collateral Agent and the Grantors have acknowledged that the conditions for the termination and release of the Security Interest in the Trademark Collateral have been met.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates, discharges, cancels and releases the Security Interest in the Trademark Collateral and reassigns to each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

Each Grantor, and any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor) is hereby authorized to record this Termination in the United States Patent and Trademark Office. Collateral Agent agrees to take all further actions, and provide to Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors, at Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Termination.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, Collateral Agent has caused this Termination to be duly executed as of the date first set forth above.

COLLATERAL AGENT:

**OBSIDIAN AGENCY SERVICES, INC.**

By:   
Name: Rajneesh Vig  
Title: Managing Director

**SCHEDULE A**

**United States Trademarks and Trademark Applications**

**Trademarks:**

No.	Country	Trademark	Name of Registered Owner	Application / Registration Number	Application / Registration Date
1.	U.S.	AN UNOBSTRUCTED VIEW	HighTower Holding, LLC	3764475	03/23/2010
2.	U.S.	Design Only 	HighTower Holding, LLC	4691140	02/24/2015
3.	U.S.	FIDUCIARY REVOLUTION	HighTower Holding, LLC	87597723	9/6/2017
4.	U.S.	HIGHTOWER	HighTower Holding, LLC	3752867	02/23/2010
5.	U.S.	HIGHTOWER CLEAR	HighTower Holding, LLC	87277046	12/21/2016
6.	U.S.	WEALTHTRUST	WealthTrust LLC	5144675	02/21/2017