

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Planning, LLC	FORMERLY Creative Planning, Inc.	04/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5212337	C CREATIVE PLANNING	
Registration Number:	4494416	CREATIVE PLANNING	
Registration Number:	6085567	DOWN THE MIDDLE	
Registration Number:	6085568	A THOUSAND MILES FROM WALL STREET	
Registration Number:	6087473	THE STANDARD DEDUCTION	
Registration Number:	6174243	THE 411 ON 401K	
Registration Number:	6230527	SOCIAL IMPACT FINANCIAL	
Registration Number:	6270461	DENTAL FINANCIAL FREEDOM	
Registration Number:	6270462	AVIATION FINANCIAL FREEDOM	
Registration Number:	6270463	PRO FOOTBALL FINANCIAL FREEDOM	
Registration Number:	6270464	PRO BASEBALL FINANCIAL FREEDOM	
Registration Number:	6270465	PRO BASKETBALL FINANCIAL FREEDOM	
Registration Number:	6270466	PHYSICIAN FINANCIAL FREEDOM	
Registration Number:	6270467	LAW ENFORCEMENT FINANCIAL FREEDOM	
Registration Number:	6270469	BIG 4 FINANCIAL FREEDOM	
Serial Number:	88711882	THROUGH THE NOISE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		

TRADEMARK

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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515109
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	04/23/2021
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Total Attachments: 6

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AMENDED AND RESTATED NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This AMENDED AND RESTATED NOTICE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 20, 2021 is made by Creative Planning, LLC (f/k/a Creative Planning, Inc.), a Delaware 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 Amended and Restated Credit Agreement, dated as of April 20, 2021 (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 the Administrative Agent, the Collateral Agent and Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 10, 2020, among the Borrower, the lenders party thereto (the "Existing Lenders"), and the Administrative Agent (the "Existing Credit Agreement"), the Existing Lenders have established credit facilities in favor of the Borrower;

WHEREAS, in connection with the Existing Credit Agreement certain of the Grantors entered into that certain Trademark Security Agreement, dated as of February 10, 2020, for the benefit of the Administrative Agent in favor of the Existing Lenders (the "Existing Trademark Security Agreement");

WHEREAS, in connection with Credit Agreement, the Lenders have severally agreed to amend and restate the Existing Trademark Security Agreement and 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 Amended and Restated Security Agreement, dated as of April 20, 2021 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.

7. Amendment and Restatement; No Novation. This Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement and is not, and is not intended by the parties to be, a novation of the Existing Trademark Security Agreement. All rights and obligations of the parties shall continue in effect, except as otherwise expressly set forth herein. All references in the Loan Documents to the Trademark Security Agreement shall be deemed to refer to and mean this Agreement, as the same may be further amended, supplemented, and restated from time to time.

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.

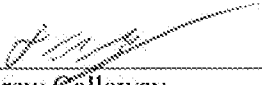
Creative Planning, LLC,
as Grantor

By: 

Name: Peter A. Mallouk


Title: President, Secretary and Treasurer

CITIZENS BANK, N.A.,
as Collateral Agent

By: 
Name: Drew Galloway
Title: Vice President

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	6085567 23-JUN-2020	DOWN THE MIDDLE
Creative Planning, LLC	6085568 23-JUN-2020	A THOUSAND MILES FROM WALL STREET
Creative Planning, LLC	6087473 23-JUN-2020	THE STANDARD DEDUCTION
Creative Planning, LLC	6174243 13-OCT-2020	THE 411 ON 401k
Creative Planning, LLC	6230527 22-DEC-2020	SOCIAL IMPACT FINANCIAL
Creative Planning, LLC	6270461 16-FEB-2021	DENTAL FINANCIAL FREEDOM
Creative Planning, LLC	6270462 16-FEB-2021	AVIATION FINANCIAL FREEDOM
Creative Planning, LLC	6270463 16-FEB-2021	PRO FOOTBALL FINANCIAL FREEDOM
Creative Planning, LLC	6270464 16-FEB-2021	PRO BASEBALL FINANCIAL FREEDOM
Creative Planning, LLC	6270465 16-FEB-2021	PRO BASKETBALL FINANCIAL FREEDOM
Creative Planning, LLC	6270466 16-FEB-2021	PHYSICIAN FINANCIAL FREEDOM
Creative Planning, LLC	6270467 16-FEB-2021	LAW ENFORCEMENT FINANCIAL FREEDOM
Creative Planning, LLC	6270469 16-FEB-2021	BIG 4 FINANCIAL FREEDOM

U.S. Trademark Applications

Owner	Application No.	Trademark
Creative Planning, LLC (fka Creative Planning, Inc.)	88/711,882 02-DEC-2019 (Pending)	THROUGH THE NOISE