

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MATHER GROUP, LLC		03/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5918506	DELIVERING PEACE OF MIND	
Registration Number:	5148088	FI SAFEGUARD	
Registration Number:	4912963	HOW SMART INVESTORS RETIRE	
Registration Number:	5727066	MYPARTNERSINWEALTH	
Registration Number:	2483496	PARTNERSINWEALTH	
Registration Number:	5596966	TAX SYNCHRONIZED PORTFOLIO	
Registration Number:	3196649	THERE IS MORE TO MONEY THAN MONEY	
Registration Number:	4101312	TMG THE MATHER GROUP	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O PROSKAUER ROSE LLP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$215.00 5918506

ATTORNEY DOCKET NUMBER:	11668.568
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	03/31/2022

Total Attachments: 5

source=TMG - Intellectual Property Security Agreement (Executed)#page1.tif
source=TMG - Intellectual Property Security Agreement (Executed)#page2.tif
source=TMG - Intellectual Property Security Agreement (Executed)#page3.tif
source=TMG - Intellectual Property Security Agreement (Executed)#page4.tif
source=TMG - Intellectual Property Security Agreement (Executed)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of March 31, 2022, by The Mather Group, LLC, a Delaware limited liability company (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement dated as of March 31, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: all Patents, Trademarks and Copyrights of the Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto.


SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine. This Intellectual Property Security Agreement shall constitute a Loan Document for all purposes under the Credit Agreement and the other Loan Documents.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form reasonably acceptable to the Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. The words “execution,” “signed,” “signature,” and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

THE MATHER GROUP, LLC, as a Grantor


By: 
Name: Michael Castleforte
Title: Vice President and Assistant Secretary

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
The Mather Group, LLC	5918506	<u>DELIVERING PEACE OF MIND</u>
The Mather Group, LLC	5148088	<u>FI SAFEGUARD</u>
The Mather Group, LLC	4912963	<u>HOW SMART INVESTORS RETIRE</u>
The Mather Group, LLC	5727066	<u>MYPARTNERSINWEALTH</u>
The Mather Group, LLC	2483496	<u>PARTNERSINWEALTH</u>
The Mather Group, LLC	5596966	<u>TAX SYNCHRONIZED PORTFOLIO</u>
The Mather Group, LLC	3196649	<u>THERE IS MORE TO MONEY THAN MONEY</u>
The Mather Group, LLC	4101312	<u>TMG THE MATHER GROUP (Stylized)</u> 

COPYRIGHTS

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	COPYRIGHTS
The Mather Group, LLC	TX0006573389	There is More to Money than Money