

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NewEdge Wealth, LLC		04/01/2022	Limited Liability Company: DELAWARE
MID ATLANTIC CAPITAL GROUP, INC.		04/01/2022	Corporation: DELAWARE
EdgeCo Buyer, Inc.		04/01/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Delaware Life Insurance Company, as Administrative Agent under the Second Lien Credit Agreement		
<b>Street Address:</b>	1601 Trapelo Road		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6494990	NEW EDGE WEALTH	
<b>Registration Number:</b>	6657303		
<b>Registration Number:</b>	4852289	LT TRUST	
<b>Serial Number:</b>	90663084	EDGEICO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	2024547625		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Julia Birgen		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1632357		
<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson		

OP \$115.00 6494990

<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	04/01/2022
<b>Total Attachments: 4</b> source=Mid Atlantic (Delaware Life)(3rd Amendment)(2L) - Trademark Security Agreement (Executed)#page3.tif source=Mid Atlantic (Delaware Life)(3rd Amendment)(2L) - Trademark Security Agreement (Executed)#page4.tif source=Mid Atlantic (Delaware Life)(3rd Amendment)(2L) - Trademark Security Agreement (Executed)#page5.tif source=Mid Atlantic (Delaware Life)(3rd Amendment)(2L) - Trademark Security Agreement (Executed)#page6.tif	

**NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of April 1, 2022, by and among NewEdge Wealth, LLC, a Delaware limited liability company (“*NewEdge*”), MID ATLANTIC CAPITAL GROUP, INC., a Delaware corporation (“*Mid Atlantic*”), EdgeCo Buyer, Inc., a Delaware corporation (“*EdgeCo*”, together with NewEdge and Mid Atlantic, each a “*Grantor*”, and together, the “*Grantors*”) and Delaware Life Insurance Company, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, each Grantor has entered into an Amended and Restated Second Lien Pledge and Security Agreement, dated as of October 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by each Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the

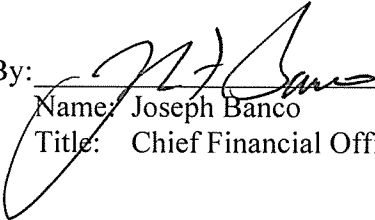
perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

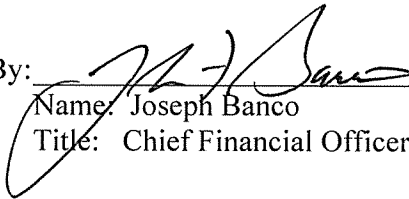
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of a Security Interest— Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

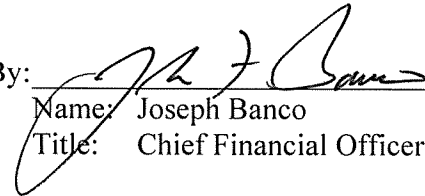
MID ATLANTIC CAPITAL GROUP, INC.

By:   
Name: Joseph Banco  
Title: Chief Financial Officer

EDGE CO BUYER, INC.

By:   
Name: Joseph Banco  
Title: Chief Financial Officer

NEWEDGE WEALTH, LLC

By:   
Name: Joseph Banco  
Title: Chief Financial Officer

Signature Page to Notice of Grant of a Security Interest—Trademarks