

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiedemann Advisors, LLC	FORMERLY successor-in-interest to Tiedemann Wealth Management Holdings, LLC	01/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88220037	TIEDEMANN ADVISORS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22710864		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/03/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of January 3, 2023, is by Tiedemann Advisors, LLC, a Delaware limited liability company (as successor-in-interest to Tiedemann Wealth Management Holdings, LLC, a Delaware limited liability company) ("Grantor"), in favor of BMO HARRIS BANK N.A., as Administrative Agent (in such capacity, "Grantee"), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Alvarium Tiedemann Holdings LLC, a Delaware limited liability company, as the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Grantee, pursuant to which Grantee and the Lenders have agreed to make certain loans and other financial accommodations to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other Debtors (as defined therein) from time to time party thereto and Grantee; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Grantee and the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Grantor pursuant to the Credit Agreement, Grantor hereby agrees with the Grantee as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to Grantee and grants to Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, uniform resource locators (URLs), internet domain names, service marks, sound marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, including, without limitation, those referred to on Schedule 1 hereto, excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest

therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2 all goodwill of the business connected with the use of, and symbolized by, each of the foregoing set forth in Section 2.1 and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Grantee as set forth and pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Termination. Upon the payment in full of all Secured Obligations, the security interest and lien granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination Grantee shall execute and deliver to Grantor or otherwise authorize the filing of such documents as Grantor shall reasonably request, including, without limitation, documentation evidencing the release of security interests and liens upon the Trademark Collateral appropriate for recordation in the United States Patent and Trademark Office.

Section 5. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 6. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Choice of Law. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIEDEMANN ADVISORS, LLC, a Delaware
limited liability company


By: _____

Name: Michael Tiedemann

Title: Chief Executive Officer

Acknowledged and agreed:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Amy Prager
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
TIEDEMANN ADVISORS	88220037	12/06/2018	5900855	11/05/2019