

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPI HOLDCO B, LLC		11/03/2023	Limited Liability Company: DELAWARE
CREATIVE PLANNING, LLC		11/03/2023	Limited Liability Company: MISSOURI
UNITED CAPITAL FINANCIAL PARTNERS, LLC		11/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	1215 SUPERIOR AVENUE, 5TH FLOOR		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	6819477	C CREATIVE PLANNING	
Registration Number:	6819446	CREATIVE PLANNING	
Registration Number:	6819444	C	
Registration Number:	7166023	BUILDWISE	
Registration Number:	7166022	ACCRUEWISE	
Registration Number:	7166021	THRIVEWISE	
Registration Number:	7079908	RETHINK YOUR MONEY	
Registration Number:	7158257	WEALTH-CHANGING QUESTION	
Registration Number:	6843097	AMERICA'S BEST 401K	
Registration Number:	6803833	BAS	
Registration Number:	6769552	THROUGH THE NOISE	
Registration Number:	6754153	AB401K A CREATIVE PLANNING OFFERING	
Registration Number:	6679493	AB401K	
Registration Number:	6672177	THUN FINANCIAL	
Registration Number:	5491089	CASTLE INVESTMENT ADVISORS	

CH \$715.00 6819477

Property Type	Number	Word Mark
Registration Number:	5491086	
Registration Number:	5491084	CASTLE VALUATION GROUP
Registration Number:	5086190	CASTLE
Registration Number:	4668923	AMERICA'S BEST 401K
Registration Number:	5956126	LIVE RICHLY
Registration Number:	5637878	GUIDECENTER
Registration Number:	5817099	INVESTMENTVIEWFINDER
Registration Number:	5717070	HELPING PEOPLE LIVE RICHLY
Registration Number:	5596076	IDEAL LIFE INDEX
Registration Number:	5337823	UNITED CAPITAL FINANCIAL LIFE MANAGEMENT
Registration Number:	4318136	MONEYMIND
Registration Number:	4331164	ONE BEST FINANCIAL LIFE
Registration Number:	3302570	FINANCIAL CONTROL SCORECARD

CORRESPONDENCE DATA

Fax Number: 6507393900

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: 6507393939

Email: DebbieWu@JonesDay.com

Correspondent Name: JONES DAY

Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER: 741887-600401

NAME OF SUBMITTER: DEBBIE WU

SIGNATURE: /Debbie Wu/

DATE SIGNED: 12/18/2023

Total Attachments: 7

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NOTICE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF SECURITY INTEREST IN TRADEMARK (“Agreement”), dated as of November 3, 2023 is made by CPI HOLDCO B, LLC, a Delaware limited liability company, CREATIVE PLANNING, LLC, a Missouri limited liability company, and UNITED CAPITAL FINANCIAL PARTNERS, LLC, a Delaware limited liability company (collectively, the “Grantors”), 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 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, the Lenders party thereto and Citizens Bank, N.A., as Administrative Agent, Collateral Agent and Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed 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, Grantors and Borrower have executed and delivered that certain 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 Grantors have 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 is 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, Grantors 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.

Grant of Security Interest. The Grantors hereby grant a security interest in all of the Grantors’ 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.

Purpose. This Agreement has been executed and delivered by the Grantors 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.


Acknowledgment. The Grantors do 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.

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.


Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

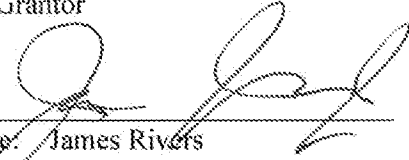
CPI HOLDCO B, LLC,
as a Grantor

By: 
Name: Peter A. Mallouk
Title: President

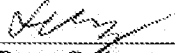
CREATIVE PLANNING, LLC,
as a Grantor

By: 
Name: Peter A. Mallouk
Title: President, Secretary and Treasurer

UNITED CAPITAL FINANCIAL
PARTNERS, LLC,
as a Grantor

By: 
Name: James Rivers
Title: President

CITIZENS BANK, N.A.,
as Collateral Agent


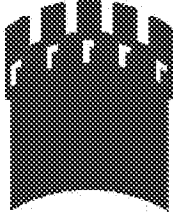

By: 
Name: Drew Galloway
Title: Director


{Signature Page to Trademark Security Agreement}

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK
CPI HOLDCO B, LLC	90851338	6819477	C CREATIVE PLANNING and Design  CREATIVE PLANNING
CPI HOLDCO B, LLC	90851038	6819446	CREATIVE PLANNING
CPI HOLDCO B, LLC	90851028	6819444	 C Design
CREATIVE PLANNING, LLC	97398110	7166023	BUILDWISE
CREATIVE PLANNING, LLC	9739810	7166022	ACCRUEWISE
CREATIVE PLANNING, LLC	97398099	7166021	THRIVEWISE
CREATIVE PLANNING, LLC	97388970	7079908	RETHINK YOUR MONEY
CREATIVE PLANNING, LLC	90851066	7158257	WEALTH-CHANGING QUESTION
CREATIVE PLANNING, LLC	90844997	6843097	AMERICA'S BEST 401K
CREATIVE PLANNING, LLC	90845025	6803833	BAS
CREATIVE PLANNING, LLC	90613026	6769552	THROUGH THE NOISE

CREATIVE PLANNING, LLC	90845018	6754153	 AB401K A CREATIVE PLANNING OFFERING and Design
CREATIVE PLANNING, LLC	90845004	6679493	AB401K
CREATIVE PLANNING, LLC	90845046	6672177	THUN FINANCIAL
CREATIVE PLANNING, LLC	87658929	5491089	CASTLE INVESTMENT ADVISORS
CREATIVE PLANNING, LLC	87658918	5491086	 Design only
CREATIVE PLANNING, LLC	87658905	5491084	CASTLE VALUATION GROUP
CREATIVE PLANNING, LLC	86972774	5086190	 CASTLE and Design
CREATIVE PLANNING, LLC	86180974	4668923	AMERICA'S BEST 401K
UNITED CAPITAL FINANCIAL PARTNERS, LLC	87635154	5956126	LIVE RICHLY
UNITED CAPITAL	87918352	5637878	GUIDECENTER

FINANCIAL PARTNERS, LLC			
UNITED CAPITAL FINANCIAL PARTNERS, LLC	87917170	5817099	INVESTMENTVIEWFINDER
UNITED CAPITAL FINANCIAL PARTNERS, LLC	87750381	5717070	HELPING PEOPLE LIVE RICHLY
UNITED CAPITAL FINANCIAL PARTNERS, LLC	86886621	5596076	IDEAL LIFE INDEX
UNITED CAPITAL FINANCIAL PARTNERS, LLC	86727573	5337823	 UNITED CAPITAL <small>FINANCIAL LIFE MANAGEMENT</small> UNITED CAPITAL FINANCIAL LIFE MANAGEMENT and Design
UNITED CAPITAL FINANCIAL PARTNERS, LLC	85490628	4318136	MONEYMIND
UNITED CAPITAL FINANCIAL PARTNERS, LLC	85700235	4331164	ONE BEST FINANCIAL LIFE
UNITED CAPITAL FINANCIAL PARTNERS, LLC	78957821	3302570	FINANCIAL CONTROL SCORECARD