

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orion Advisor Services, LLC		04/30/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Citizens Bank, n.a.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4418599		
Registration Number:	3342664	NORTHSTAR FINANCIAL SERVICES GROUP, LLC	
Registration Number:	3533650	WNW NW NNW N NNE NE ENE	
Registration Number:	3977129	ADVISORONE FUNDS	
Registration Number:	3970377	ADVISORONE	
Registration Number:	4488174	ENJOY YOUR BUSINESS AGAIN	
Registration Number:	3679330	ADVISOR CONNECT	
Registration Number:	3305450	ORION ADVISOR SERVICES, LLC	
Registration Number:	4244958	GEMINI FUND SERVICES, LLC POOLED INVESTM	
Registration Number:	3443491	GEMINI FUND SERVICES, LLC	
Registration Number:	3296396	GEMCOM, LLC	
Serial Number:	85565670	NORTHSTAR	
Serial Number:	86451733	BLU GIANT	
Serial Number:	86451706	BLU GIANT	
Serial Number:	86223984	CLS INVESTMENTS	
Serial Number:	86166008	SHELTER VOLATILITY MANAGEMENT	
Serial Number:	86443886	FINVUE	
Serial Number:	86451701	ORION CONNECT	
Serial Number:	86451713	NORTHERN LIGHTS COMPLIANCE SERVICES	
TRADEMARK			

CH \$490.00 4418599

CORRESPONDENCE DATA**Fax Number:** 2149695100*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:** 2149694804**Email:** aaaugustine@jonesday.com**Correspondent Name:** Jones Day**Address Line 1:** 2727 North Harwood Street**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 098614-640094**NAME OF SUBMITTER:** David L. Odom**SIGNATURE:** /David L. Odom/**DATE SIGNED:** 04/30/2015**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Citizens Bank, N.A., as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) and collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent” and, together with the Administrative Agent, the “Agents”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2015 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among NorthStar Topco, LLC, a Delaware series limited liability company (the “Parent”), each of the series of limited liability company interests of the Parent (each a “Series Borrower”, and collectively, the “Series Borrowers”), the other Persons party thereto that are each designated as a “Credit Party”, Citizens Bank, N.A. (in its individual capacity, “Citizens”), as Administrative Agent and Collateral Agent, and as Issuing Bank, and the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and joined immediately after the consummation of the Closing Date Acquisition by NorthStar Financial Services Group, LLC, a Delaware series limited liability company (together with each series of limited liability company interests in such limited liability company, “Holdings”), as a Guarantor, Northern Lights Compliance Services, LLC, a Nebraska limited liability company, Gemini Hedge Fund Services, LLC, a Nebraska limited liability company, Gemini Fund Services, LLC, a Nebraska limited liability company, Gemini Alternative Funds, LLC, a Nebraska limited liability company and Gemcom, LLC, a Nebraska limited liability company (collectively, the “NS Borrowers” and each, a “NS Borrower”), Orion Advisor Services, LLC, a Nebraska limited liability company (the “Orion Borrower”), CLS Investments, LLC, a Nebraska limited liability company (the “CLS Borrower” and, together with the NS Borrowers and the Orion Borrower, the “Revolving Borrowers” and each, individually, a “Revolving Borrower”), the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of April 30, 2015, in favor of the Collateral Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agents to enter into the Credit Agreement and to induce the Lenders and the

Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agents as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

CLS INVESTMENTS, LLC
as a Grantor

By: 
Name: Daniel Applegarth
Title: Treasurer

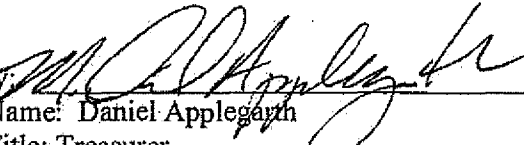
GEMCOM, LLC
as a Grantor

By: 
Name: Daniel Applegarth
Title: Treasurer

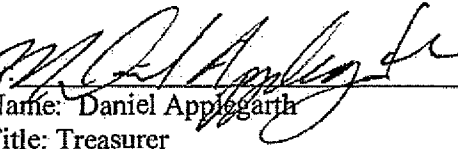
GEMINI FUND SERVICES, LLC
as a Grantor

By: 
Name: Daniel Applegarth
Title: Treasurer

**NORTHSTAR FINANCIAL SERVICES
GROUP, LLC**
as a Grantor

By: 
Name: Daniel Applegarth
Title: Treasurer

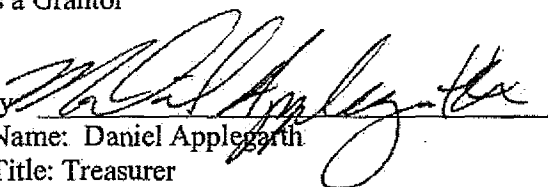
**NORTHERN LIGHTS COMPLIANCE
SERVICES, LLC**
as a Grantor

By: 
Name: Daniel Applegarth
Title: Treasurer

[Signature Page of Trademark Security Agreement]

TRADEMARK
REEL: 005507 FRAME: 0258

ORION ADVISOR SERVICES, LLC
as a Grantor

By 
Name: Daniel Applegarth
Title: Treasurer

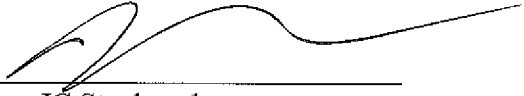
[Signature Page of Trademark Security Agreement]

TRADEMARK
REEL: 005507 FRAME: 0259

ACKNOWLEDGED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Administrative Agent and Collateral Agent

By: _____


Name: JC Stephanak
Title: Director, Leveraged Finance

[Signature Page of Trademark Security Agreement]

TRADEMARK
REEL: 005507 FRAME: 0260

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registered Owner	Registration Number	Expiration Date
Logo - Five Point Star shaded on right side	NorthStar Financial Services Group, LLC	4418599	Live
Logo – Company name with gold shooting star	NorthStar Financial Services Group, LLC	3342664	Live
Logo – Stylized and/or with Design, WNW NW NNW N NNE NE ENE	CLS Investments, LLC	3533650	Live
Word Mark – AdvisorOne Funds	CLS Investments, LLC	3977129	Live
Word Mark – AdvisorOne	CLS Investments, LLC	3970377	Live
Word Mark – Enjoy Your Business Again	Orion Advisor Services, LLC	4488174	Live
Design (plus words, letters, and/or numbers) – Advisor Connect (light blue interlocking arrow pointing to the right)	Orion Advisor Services, LLC	3679330	Live
Design (plus words, letters, and/or numbers) – Orion Advisor Services (Orion Logo)	Orion Advisor Services, LLC	3305450	Live
Design - Gemini Fund Services, LLC Pooled Investment Solutions (with green raindrop into pool)	Gemini Fund Services, LLC	4244958	Live
Design - Gemini Fund Services, LLC (design of green circle in between two green boomeranges)	Gemini Fund Services, LLC	3443491	Live
Logo - Gemcom, LLC (Green block with white G and purple letters)	Gemcom, LLC	3296396	Live

2. TRADEMARK APPLICATIONS

Trademark	Registered Owner	Registration Number	Expiration Date
Logo - Five Point Star shaded on right side with word "NorthStar"	NorthStar Financial Services Group, LLC	Serial #: 85565670	Pending
Logo - Blu Giant written in stylized font	NorthStar Financial Services Group, LLC	Serial #: 86451733	Pending
Word Mark - Blu Giant	NorthStar Financial Services Group, LLC	Serial #: 86451706	Pending
Trade Name - CLS Investments	CLS Investments, LLC	Serial #: 86223984	Pending
Word Mark - Shelter Volatility Management	CLS Investments, LLC	Serial #: 86166008	Pending
Word Mark - Finvue	Orion Advisor Services, LLC	Serial #: 86443886	Pending
Word Mark - Orion Connect	Orion Advisor Services, LLC	Serial #: 86451701	Pending
Word Mark - Northern Lights Compliance Services	Northern Lights Compliance Services, LLC	86451713	Pending

3. IP LICENSES

None