

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Assignment of Trademark Security Agreement recorded at R/F 5999/0772

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC, as Retiring Agent		08/07/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Guggenheim Credit Services, LLC, as Successor Agent
Street Address:	330 Madison Avenue
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4421077	ADVISOR BRIEFCASE
Registration Number:	2522646	EISI
Registration Number:	2393496	NAVIPLAN
Registration Number:	4587582	NAVIPLAN
Registration Number:	4593675	NAVIPRO
Registration Number:	5008818	FIGLO
Registration Number:	5018582	NARRATOR
Serial Number:	86095760	ADVICENT

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	047049-0012
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/09/2019

Total Attachments: 4

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NOTICE OF ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

Reference is made to (i) that certain Credit Agreement dated as of February 28, 2017, by and among EISI LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), Guggenheim Corporate Funding, LLC (“GCF”) as the Collateral Agent, (in such capacity, “Collateral Agent”), and each of the other parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) that certain Security Agreement dated as of February 28, 2017 among the Borrower, the other grantors party thereto and the Collateral Agent (as may have been and may be further amended, supplemented or otherwise modified from time to time, the “Security Agreement”); (iii) that certain Trademark Security Agreement dated as of February 28, 2017 by Advicent Solutions, LP (“Pledgor”) in favor of the Collateral Agent (the “Trademark Security Agreement”). Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement or, if not defined therein, shall have the meanings ascribed thereto in the applicable Loan Document.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property: (a) all Trademarks of the Pledgor, including without limitation, the United States and Canadian registered Trademarks and applications for Trademark registration listed on Schedule A attached hereto; (b) all goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on March 1, 2017 at Reel 5999 Frame 0772;

WHEREAS, GCF, as resigning Collateral Agent (the “Retiring Agent”), GUGGENHEIM CREDIT SERVICES LLC (“GCS”), as successor Collateral Agent (the “Successor Agent”), the Borrower, and the Lenders party thereto are parties to that certain Agent Resignation and Substitution Agreement, dated as of August 7, 2019 (the “Agent Substitution Agreement”), pursuant to which (i) GCF, resigned as Collateral Agent under the Credit Agreement and each of the other Loan Documents, (ii) the Lenders appointed GCS as the successor Collateral Agent under the Credit Agreement and the other Loan Documents, and (iii) the Borrower consented to such appointment and GCS accepted such appointment; and

WHEREAS, the Retiring Agent and the Successor Agent have agreed to execute this Notice of Assignment of Trademark Security Agreement (this “Notice”) to evidence the assignment of the Retiring Agent’s rights, powers, privileges and duties under the Trademark Security Agreement for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Retiring Agent and the Successor Agent hereby agrees as follows:

The effective date of this Notice shall be August 7, 2019 (the “Effective Date”).

Pursuant to the Agent Substitution Agreement, as of the Effective Date, the Retiring Agent assigned to the Successor Agent, and the Successor Agent assumed, all the rights, powers, privileges and duties of the Retiring Agent under the Trademark Security Agreement, including in the Retiring Agent's capacity as Collateral Agent in which the Retiring Agent was granted liens on the Trademark Collateral.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Security Agreement to "Collateral Agent" shall mean and be a reference to GCS, in its capacity as Successor Agent, (b) GCS becomes vested with all of the rights, powers, privileges, and duties of the Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement, and (c) GCF is discharged from its rights, powers, privileges, and duties as Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement.

This Notice is to provide notice of the assignment of the Trademark Security Agreement effected pursuant to the Agent Substitution Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agent Substitution Agreement.


Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Retiring Agent under the Trademark Security Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

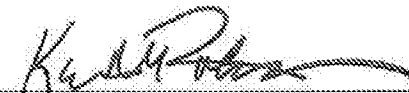
[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

GUGGENHEIM CORPORATE FUNDING, LLC, as
Retiring Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

GUGGENHEIM CREDIT SERVICES, LLC, as
Successor Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

SCHEDULE A

**UNITED STATES AND CANADIAN TRADEMARK REGISTRATIONS
AND APPLICATIONS**

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Advicent Solutions, L.P.	4,421,077	ADVISOR BRIEFCASE
Advicent Solutions, L.P.	2,522,646	EISI
Advicent Solutions, L.P.	2,393,496	NAVIPLAN
Advicent Solutions, L.P.	4,587,582	NAVIPLAN
Advicent Solutions, L.P.	4,593,675	NAVIPRO
Advicent Solutions, L.P.	5008818	Figlo
Advicent Solutions, L.P.	5018582	Narrator

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Advicent Solutions, L.P.	ADVICENT	86/095,760

Canadian Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Advicent Solutions, L.P.	TMA538,807	EISI
Advicent Solutions, L.P.	TMA491,550	NAVIPLAN
Advicent Solutions, L.P.	TMA491312	Planning Assistant
Advicent Solutions, L.P.	TMA491662	Strategy Assistant

Canadian Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Advicent Solutions, L.P.	Advicent	1673276
Advicent Solutions, L.P.	Advicent Solutions	1673149
Advicent Solutions, L.P.	Figlo	1712215
Advicent Solutions, L.P.	Narrator	1712217