

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598923

<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>
VINER FINANCE INC.		09/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
<b>Street Address:</b>	525 WILLIAM PENN PLACE, 38TH FLOOR		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15259		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87766738	FREEDOM INDEPENDENT ADVISORS	
<b>Registration Number:</b>	1750380	OPPENHEIMERFUNDS	
<b>Registration Number:</b>	2145809	OPPENHEIMERFUNDS.COM	
<b>Registration Number:</b>	3260826	OPPENHEIMER	
<b>Registration Number:</b>	1239737	OPPENHEIMER	
<b>Registration Number:</b>	4170955	OPPFUNDS	
<b>Registration Number:</b>	2376257	PROFESSIONALS ALLIANCE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128055571		
<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>	212.801.2256		
<b>Email:</b>	schlossd@gtlaw.com		
<b>Correspondent Name:</b>	Daniel I. Schloss		
<b>Address Line 1:</b>	200 Park Avenue, 38th Floor		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	008497.054400		
<b>NAME OF SUBMITTER:</b>	Daniel I. Schloss		
<b>SIGNATURE:</b>	/Daniel I. Schloss/		

CH \$190.00 87766738

<b>DATE SIGNED:</b>	09/22/2020
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**Total Attachments: 6**

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**SECURITY AGREEMENT (TRADEMARKS)**

This Security Agreement (Trademarks), dated as of September 22, 2020 (this “**Agreement**”), by and among VINER FINANCE INC., a Delaware corporation (the “**Assignor**”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “**Assignee**”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, the Assignor has entered into that certain Security Agreement dated as of September 22, 2020 in favor of the Assignee (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of Assignor’s right, title and interest in, to and under certain property, including, in each case whether now owned or existing or hereafter acquired or arising and wherever located, (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office (the “**PTO**”) or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1A to this Agreement, (iv) all renewals of any of the foregoing, (v) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (collectively, the “**Collateral**”), to secure the prompt and complete payment or performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which are hereby acknowledged, the Assignor agrees with the Assignee, as follows:

1. The Assignor hereby grants to the Assignee for the ratable benefit of the Secured Parties a security interest in and continuing lien on, the Collateral, including the applications and registrations set forth on Schedule 1A attached hereto, to secure the prompt and complete payment or performance of the Secured Obligations.

2. Notwithstanding anything contained in this Agreement or the Security Agreement to the contrary, in no event shall the security interest granted hereby in the Collateral attach to any of Assignor's right, title or interest in any Excluded Property, including any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until acceptable evidence of use of the Trademark in interstate commerce has been filed with, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d).

3. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

4. The term of this Security Agreement (Trademarks) is coterminous with the Security Agreement.

5. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, IF APPLICABLE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT (OTHER THAN SECTION 1 HEREOF), THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

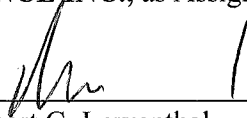
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Each of the parties hereto acknowledges and agrees that the Collateral Agent, as Assignee hereto, shall have the benefit of all rights, privileges, exculpatory provisions, presumptions, indemnities, protections, benefits, immunities or reliance rights contained in the Indenture and the Security Documents (in addition to those set forth herein) in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Security Agreement (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

**VINER FINANCE INC., as Assignor**

By:  \_\_\_\_\_

Name: Albert G. Lowenthal  
Title: Chairman and Chief Executive Officer

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Assignee**

By: \_\_\_\_\_

Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
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IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Security Agreement (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

**VINER FINANCE INC.**

By: \_\_\_\_\_

Name:

Title:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Assignee**

By: *Mitchell L. Brumwell*

Name: Mitchell L. Brumwell

Title: Vice President

**Schedule 1A: Trademarks and Service Marks**

<b>Country</b>	<b>Mark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (Filing Date)</b>	<b>Status</b>	<b>Record Owner</b>
U.S.	FREEDOM INDEPENDENT ADVISORS	(87/766738)	(1/23/2018)	FILED	Viner Finance Inc.
U.S.	OPPENHEIMERFUNDS (STYLIZED)	1750380	2/2/1993	REGISTERED	Viner Finance Inc.
U.S.	OPPENHEIMERFUNDS.COM	2145809	3/24/1998	REGISTERED	Viner Finance Inc.
U.S.	OPPENHEIMER AND DESIGN	3260826	7/10/2007	REGISTERED	Viner Finance Inc.
U.S.	OPPENHEIMER	1239737	5/24/1983	REGISTERED	Viner Finance Inc.
U.S.	OPPFUNDS	4170955	7/10/2012	REGISTERED	Viner Finance Inc.
U.S.	PROFESSIONALS ALLIANCE GROUP	2376257	8/8/2000	REGISTERED	Viner Finance Inc.
Argentina	OPPENHEIMER	2311766	9/4/2009	REGISTERED	Viner Finance Inc.
Argentina	OPPENHEIMER	(3828837)	(8/20/2019)	FILED	Viner Finance Inc.
Australia	OPPENHEIMER	532788	4/18/1990	REGISTERED	Viner Finance Inc.
Bermuda	OPPENHEIMERFUNDS	48594	10/17/2008	REGISTERED	Viner Finance Inc.
Bermuda	OPPENHEIMER	48595	10/17/2008	REGISTERED	Viner Finance Inc.
Canada	FAHNESTOCK	TMA530764	8/3/2000	REGISTERED	Viner Finance Inc.
Canada	OPPENHEIMER	TMA819605	3/9/2012	REGISTERED	Viner Finance Inc.
Canada	OPPENHEIMERFUNDS	TMA760281	2/25/2010	REGISTERED	Viner Finance Inc.
China	OPPENHEIMERFUNDS	7063908	12/14/2013	REGISTERED	Viner Finance Inc.
China	OPPENHEIMER	7063909	2/7/2012	REGISTERED	Viner Finance Inc.
China	OPPENHEIMERFUNDS in Chinese	13790332	4/21/2015	REGISTERED	Viner Finance Inc.
E. U.	OPPENHEIMER	348193	9/4/1996	REGISTERED	Viner Finance Inc.
E. U.	OPPENHEIMERFUNDS	017912888	(8/30/2011)	REGISTERED	Viner Finance Inc.
Hong Kong	OPPENHEIMER	200208082	7/18/2000	REGISTERED	Viner Finance Inc.
Hong Kong	OPPENHEIMERFUNDS	302020409	(8/31/2011)	REGISTERED	Viner Finance Inc.
India	OPPENHEIMER INDIA, LTD.	678969	9/5/1995	REGISTERED	Viner Finance Inc.
Israel	OPPENHEIMER	103119	1/29/1996	REGISTERED	Viner Finance Inc.
Israel	OPPENHEIMER	103120	1/29/1996	REGISTERED	Viner Finance Inc.
Israel	OPPENHEIMER	103121	1/29/1996	REGISTERED	Viner Finance Inc.
Norway	OPPENHEIMERFUNDS	300976	11/8/2019	REGISTERED	Viner Finance Inc.
Singapore	OPPENHEIMERFUNDS	T0812299A	9/10/2008	REGISTERED	Viner Finance Inc.
Switzerland	OPPENHEIMERFUNDS	726609	6/5/2018	REGISTERED	Viner Finance Inc.
United Kingdom	OPPENHEIMERFUNDS	3315562	6/5/2018	REGISTERED	Viner Finance Inc.
Venezuela	OPPENHEIMERFUNDS	(008818)	(6/1/2009)	FILED	Viner Finance Inc.

Country	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
Venezuela	OPPENHEIMER	(008817)	(6/1/2009)	FILED	Viner Finance Inc.

TRADEMARK

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RECORDED: 09/22/2020