

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CADENCE BANK, N.A.		09/30/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W Washington St, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4688851	SALIENT	
<b>Registration Number:</b>	3309134	SALIENT	
<b>Registration Number:</b>	4262413	SALIENT RISK PARITY INDEX	
<b>Registration Number:</b>	4258965	SALIENT RISK PARITY FUND	
<b>Registration Number:</b>	2425488	FORWARD FUNDS	
<b>Registration Number:</b>	2864631	FORWARD MANAGEMENT	
<b>Registration Number:</b>	4492721	DIVIDEND SIGNAL STRATEGY	
<b>Registration Number:</b>	4267848	FORWARD THE NEW DIRECTION OF INVESTING	
<b>Registration Number:</b>	4267847	FORWARD THE NEW DIRECTION OF INVESTING	
<b>Registration Number:</b>	4267846	FORWARD FUNDS	
<b>Registration Number:</b>	4798013	PURPOSEFULLY PLANNED. EFFICIENTLY EXECUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		

CH \$290.00 4688851

**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 99551-10050

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 10/15/2021

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (the “Assignment”) is made and entered into as of September 30, 2021 by **CADENCE BANK, N.A.**, a national banking association, as the original collateral agent (in such capacity, “Assignor”), in favor of **ALTER DOMUS (US) LLC**, a Delaware limited liability company, with an address at 225 W Washington St, 9th Floor, Chicago, IL 60606, as the successor collateral agent (in such capacity, “Assignee”).

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of June 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Salient Partners, L.P., and Forward Management, LLC (collectively the “Grantors”), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Trademark Security Agreement made by the Grantors in favor of Macquarie US Trading LLC, a Delaware limited liability company (“Macquarie”), recorded at the United States patent and Trademark Office on June 12, 2015 at Reel/Frame 5551/0697 (the “Trademark Security Agreement”), the Grantors have granted to Macquarie a security interest in all of their right, title or interest in or to any and all of the Owned Trademarks (as such term is used in the Trademark Security Agreement), including those set forth on Schedule I; and

WHEREAS, pursuant to the Assignment of Trademark Security Agreement made by Macquarie, in favor of Assignor, dated as of August 21, 2018, and recorded at the United States patent and Trademark Office on September 12, 2018 at Reel/Frame 6435/0549, Macquarie assigned to Assignor its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Macquarie’s security interest in, and lien on, the Owned Trademarks; and

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of September 30, 2021, among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Credit Agreement (as defined in the Security Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Owned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and

the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Owned Trademarks, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Owned Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Owned Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

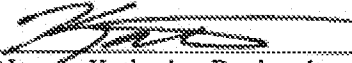
6. Amendment to Trademark Security Agreement. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from Cadence Bank, N.A. to Alter Domus (US) LLC, in its capacity as the successor collateral agent.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

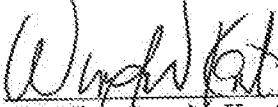
**CADENCE BANK, N.A.,**  
as the original collateral agent

By:   
Name: Katherine Buckwalter  
Title: Vice President

**ACCEPTED AND AGREED**  
as of the date above first written:

**ASSIGNEE:**

**ALTER DOMUS (US) LLC,**  
as the successor collateral agent

By:   
Name: Wynne N. Kantaris  
Title: Associate General Counsel

**ACCEPTED AND AGREED**

as of the date above first written:

**GRANTORS:**

**SALIENT PARTNERS, L.P.**

By: Salient Capital Management, LLC

Its: General Partner

By:   
Name: Anjali Agarwal  
Title: Chief Financial Officer

**FORWARD MANAGEMENT, LLC**

By:   
Name: Anjali Agarwal  
Title: Chief Financial Officer

**Schedule I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

*Applications -*

<b>Loan Party - Owner</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
N/A	N/A	N/A	N/A

\* Intent-to-use application constituting an Excluded Asset.

° Inactive.

*Registrations -*

<b>Loan Party - Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Salient Partners, L.P.	Salient	4688851	February 17, 2015
Salient Partners, L.P.	Salient	3309134	October 9, 2007
Salient Partners, L.P.	Salient Risk Parity Index	4262413	December 18, 2012
Salient Partners, L.P.	Salient Risk Parity Fund	4258965	December 11, 2012
Forward Management, LLC	Forward Funds	2425488	January 30, 2001
Forward Management, LLC	Forward Management	2864631	July 20, 2004
Forward Management, LLC	Dividend Signal Strategy <sup>1</sup>	4492721	March 4, 2014
Forward Management, LLC	Forward the New Direction of Investing (design)	4267848	January 1, 2013
Forward Management, LLC	Forward the New Direction of Investing	4267847	January 1, 2013
Forward Management, LLC	Forward Funds (design)	4267846	January 1, 2013

<sup>1</sup> The examiner of U.S. Trademark Registration No. 4492721, for the mark DIVIDEND SIGNAL STRATEGY, maintained that such mark was merely descriptive and refused to register such mark on the Principal Register. This mark is therefore registered on the Supplemental Register only. This mark has not been used in commerce for at least 5 years, and Company makes no representations or warranties regarding the validity or enforceability of such mark or any common law rights with respect thereto.



Salient Partners, L.P.	Purposefully Planned. Efficiently Executed.	4798013	August 25, 2015
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