

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430037

<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>
Stratera Holdings, LLC	FORMERLY Behringer Harvard Holdings, LLC	06/05/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arena Limited SPV, LLC		
<b>Street Address:</b>	405 Lexington Avenue		
<b>Internal Address:</b>	59th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86715266	PROVASI	
<b>Serial Number:</b>	86715275	PROVASI CAPITAL PARTNERS	
<b>Serial Number:</b>	86089459	BEHRINGER	
<b>Serial Number:</b>	85506413	BEHRINGERHARVARD	
<b>Serial Number:</b>	85080678	WORLD-CLASS EXPERTISE. WORLDWIDE OPPORTU	
<b>Serial Number:</b>	76708530	BEHRINGER SECURITIES	
<b>Serial Number:</b>	76656648		
<b>Serial Number:</b>	86703789	PROVASI CAPITAL PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>	(919)838-2034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>Correspondent Name:</b>	Perky L. Karmire/Smith Anderson Law		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		

OP \$215.00 86715266

<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
<b>SIGNATURE:</b>	/Perky L. Karmire/
<b>DATE SIGNED:</b>	06/05/2017
<b>Total Attachments: 5</b> source=Arena-Stratera - Trademark Security Agreement (Executed)#page1.tif source=Arena-Stratera - Trademark Security Agreement (Executed)#page2.tif source=Arena-Stratera - Trademark Security Agreement (Executed)#page3.tif source=Arena-Stratera - Trademark Security Agreement (Executed)#page4.tif source=Arena-Stratera - Trademark Security Agreement (Executed)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 5, 2017 (this “Agreement”), is made by STRATERA HOLDINGS, LLC (f/k/a Behringer Harvard Holdings, LLC), a Delaware limited liability company (the “Grantor”) in favor of ARENA LIMITED SPV, LLC, as collateral agent for the ratable benefit of itself and the Lenders (in such capacity, together with its successors and permitted assigns, the “Agent”). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

**WHEREAS**, the Grantor, OAKLINE ADVISORS, LLC, a Delaware limited liability company (“Vertical Adviser”), STRATERA PATHWAY INVESTOR SERVICES, LLC, a Delaware limited liability company (“Pathway Services”), STRATERA PRIORITY INVESTORS SERVICES, LLC, a Delaware limited liability company (“Priority Services” and together with the Grantor, Vertical Adviser and Pathway Services, each a “Borrower” and, collectively, the “Borrowers”), Agent, and the Lenders from time to time party thereto have entered into a Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Loan Agreement”);

**WHEREAS**, in connection with the Loan Agreement, the Borrowers have entered into the Security and Pledge Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Agent for the ratable benefit of itself and the Lenders from time to time party to the Loan Agreement; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Loan Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Agent, for the ratable benefit of itself and the Lenders, and grants to Agent, for ratable benefit of itself and the Lenders, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(i)      all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(ii)      all renewals and extensions of the foregoing;

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

(iv)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 2**     **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 3**     **Grantor Remain Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Trademark Licenses, in each case subject to a security interest hereunder.

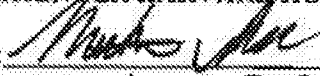
**Section 4**     **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 5**     **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

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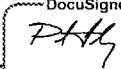
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

STRATERA HOLDINGS, LLC (F/K/A  
BEHRINGER HARVARD HOLDINGS, LLC)

By:   
Name: Michael D. Cohen  
Its: CEO and President

**ARENA LIMITED SPV, LLC, as Agent**

DocuSigned by:



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

Name: Paul Sealy

Title: Authorized Person

**SCHEDULE I**

**Registered Trademarks**

No.	Serial No.	Registration Date	Mark	Owner	Assignment
1	86715266	4/04/17		Behringer Harvard Holdings, LLC	N/A
2	86715275	12/17/16		Behringer Harvard Holdings, LLC	N/A
3	86089459	10/14/14	BEHRINGER	Behringer Harvard Holdings, LLC	N/A
5	85506413	6/18/2013		Behringer Harvard Holdings, LLC	N/A
6	85080678	2/22/11		Behringer Harvard Holdings, LLC	N/A
7	76708530	7/28/11	BEHRINGER SECURITIES	Behringer Harvard Holdings, LLC	N/A
8	76656648	1/23/2007		Behringer Harvard Holdings, LLC	N/A

**Trademark Applications**

No.	Serial No.	Registration Date	Mark	Owner	Assignment
1	86703789	7/24/15	PROVASI CAPITAL PARTNERS	Behringer Harvard Holdings, LLC	N/A

**Trademark Licenses**

None.