

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329287

<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>
Advisors Excel, LLC		01/16/2015	LIMITED LIABILITY COMPANY: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4267105	ADVISORS EXCEL	
<b>Registration Number:</b>	3721406	ADVISORS EXCEL	
<b>Registration Number:</b>	4505948	IADVISOR	
<b>Registration Number:</b>	4206098	AE INSIDER	
<b>Registration Number:</b>	4337774	ADVISORS EXCEL CREATIVE SERVICES	
<b>Registration Number:</b>	4267100	ADVISORS EXCEL CREATIVE SERVICES DESIGN	
<b>Registration Number:</b>	4206097	WORLD SERIES OF SALES	
<b>Registration Number:</b>	4573854	IRA COLLEGE	
<b>Registration Number:</b>	4267101	MASTERMIND GROUPS MASTERMIND GROUPS TAKI	
<b>Registration Number:</b>	3879148	R RIA COLLEGE	
<b>Registration Number:</b>	4667737		
<b>Registration Number:</b>	4667738		
<b>Serial Number:</b>	86297745	IADVISOR	
<b>Serial Number:</b>	86349680	PROTECT YOUR PAYCHECK	
<b>Serial Number:</b>	86353981	PROTECT YOUR PAYCHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-927-9801 x 62348  
**Email:** jpaterso@cscinfo.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue NW, Suite 430  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	464425
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	01/16/2015

**Total Attachments: 6**

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**TRADEMARK COLLATERAL AGREEMENT**

This 16th day of January, 2015, Advisors Excel, LLC, a Kansas limited liability company (the "*Debtor*") with its principal place of business and mailing address at 2590 SW McClure Road, Topeka, Kansas 66614, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.


The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ADVISORS EXCEL, LLC

By   
Name David Callanan  
Title Manager

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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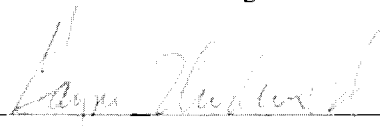
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ADVISORS EXCEL, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  \_\_\_\_\_  
Name: Gayne Underwood  
Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
ADVISORS EXCEL (word mark)	4,267,105	01/01/2013
ADVISORS EXCEL (design mark)	3,721,406	12/08/2009
IADVISOR (word mark)	4,505,948	04/01/2014
AE INSIDER (word mark)	4,206,098	09/11/2012
ADVISORS EXCEL CREATIVE SERVICES (word mark)	4,337,774	05/21/2013
ADVISORS EXCEL CREATIVE SERVICES (design mark)	4,267,100	01/01/2013
WORLD SERIES OF SALES (word mark)	4,206,097	09/11/2012
IRA COLLEGE (word mark)	4,573,854	07/22/2014
MASTERMIND GROUPS (design mark)	4,267,101	01/01/2013
R RIA COLLEGE (design mark)	3,879,148	11/23/2010
AE logo (black/white design)	4,667,737	01/06/2015
AE logo (color design)	4,667,738	01/06/2015

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
IADVISOR (design mark)	86297745	06/02/2014
PROTECT YOUR PAYCHECK (word mark)	86349680	07/28/2014
PROTECT YOUR PAYCHECK (design mark)	86353981	07/31/2014