

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIMPLICITY FINANCIAL MARKETING HOLDINGS INC.		09/13/2019	Corporation: DELAWARE
SIMPLICITY FINANCIAL MARKETING GROUP HOLDINGS INC.		09/13/2019	Corporation: DELAWARE
ADULT FINANCIAL EDUCATION SERVICES, INC.		09/13/2019	Corporation: DELAWARE
AMERICA'S FIRST FINANCIAL CORPORATION		09/13/2019	Corporation: MISSOURI
ASSET PROTECTORS & ADVISORS, INC.		09/13/2019	Corporation: NORTH CAROLINA
ASSETLOCK, LLC		09/13/2019	Limited Liability Company: NEW JERSEY
DAVIS FINANCIAL SERVICES HOLDING, INC.		09/13/2019	Corporation: IOWA
INSURMARK, INC.		09/13/2019	Corporation: TEXAS
PROSPERITY SOFTWARE SOLUTIONS, INC.		09/13/2019	Corporation: NORTH CAROLINA
SIMPLICITY FINANCIAL DISTRIBUTORS INC.		09/13/2019	Corporation: CONNECTICUT
SIMPLICITY FINANCIAL INVESTMENT SERVICES INC.		09/13/2019	Corporation: DELAWARE
SIMPLICITY FINANCIAL MARKETING INC.		09/13/2019	Corporation: DELAWARE
SIMPLICITY LIFE INC.		09/13/2019	Corporation: MINNESOTA
WEALTH PROTECTION ADVISORS, LLC		09/13/2019	Limited Liability Company: MISSOURI
WEALTHWISE PARTNERS LLC		09/13/2019	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	THL CORPORATE FINANCE, INC.
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS

TRADEMARK

Postal Code:	02110
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4383785	SIMPLICITY BLUEPRINT
Registration Number:	4492383	RETHINK RETIREMENT
Registration Number:	2645474	INSURMARK
Serial Number:	87340186	ADO-ADVISOR DEVELOPMENT ORGANIZATION
Serial Number:	87429883	FADO-FINANCIAL ADVISORS DEVELOPMENT ORGA
Registration Number:	4614703	BRIGHT OWL INVESTMENT ADVISORS
Registration Number:	4614704	BRIGHT OWL INVESTMENT ADVISORS
Registration Number:	4015494	THE BIG EVENT
Registration Number:	3275207	BIZBUCKS
Registration Number:	2652888	ANNUITYBIZ.COM
Serial Number:	87789667	ADVISOR DEVELOPMENT ORGANIZATION
Serial Number:	87785908	ADO
Serial Number:	87760323	BUILD A BETTER LIFE
Serial Number:	87789893	FADO
Serial Number:	87790629	FINANCIAL ADVISOR DEVELOPMENT ORGANIZATI

CORRESPONDENCE DATA

Fax Number:

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: 2123186532
 Email: alanagramer@paulhastings.com
 Correspondent Name: ALANA GRAMER
 Address Line 1: C/O PAUL HASTINGS LLP
 Address Line 2: 200 Park Avenue
 Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	09/16/2019

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2019 (the "**Agreement**"), by and between the Loan Parties (as defined below) and THL CORPORATE FINANCE, INC., as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Simplicity Financial Marketing Holdings Inc., a Delaware corporation (the "**Borrower**"), Simplicity Financial Marketing Group Holdings Inc., a Delaware corporation ("**Holdings**"), the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the "**Guarantors**"; the Guarantors and Borrower, collectively, the "**Loan Parties**"), Secured Party and the lenders from time to time party to the Loan Agreement (collectively with Secured Party, the "**Lenders**") have entered into that certain Loan Agreement dated as of September 13, 2019 (as may be amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, the Loan Parties and Secured Party have entered into that certain Security Agreement dated as of September 13, 2019 (as may be amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which the Loan Parties have granted a first-priority lien and security interest in all or substantially all of their assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrower under the Loan Agreement, Secured Party requires that the Loan Parties grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, the Loan Parties have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrower pursuant to the Loan Agreement, the Loan Parties agree, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, the Loan Parties do hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of the Loan Parties (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all patents, patent applications, and patent licenses to which they are a party, including but not limited to the United States patents and patent applications referred to on ***Schedule 1*** hereto;

(b) all trademarks, trademark applications, and any related licenses to which they are a party, including but not limited to the United States trademark applications and registrations referred to on ***Schedule 1*** hereto (but excluding United States intent-to-use trademark applications unless and until a statement of use or amendment to allege use has been filed with and accepted by the U.S. Patent and Trademark Office), and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Loan Parties for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at the Loan Parties' expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. The Loan Parties do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

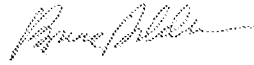
SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

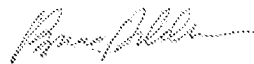
[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

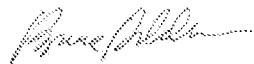
SIMPLICITY FINANCIAL MARKETING HOLDINGS INC.,
a Delaware corporation

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

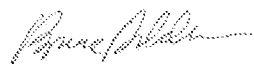
SIMPLICITY FINANCIAL MARKETING GROUP HOLDINGS INC.,
a Delaware corporation

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

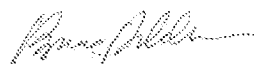
ADULT FINANCIAL EDUCATION SERVICES, INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

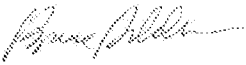
AMERICA'S FIRST FINANCIAL CORPORATION

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

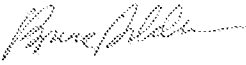
ASSET PROTECTORS & ADVISORS, INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

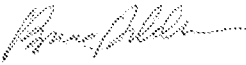
ASSETLOCK, LLC

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

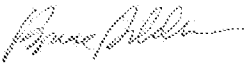
DAVIS FINANCIAL SERVICES HOLDING, INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

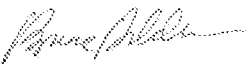
INSURMARK, INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

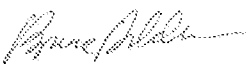
PROSPERITY SOFTWARE SOLUTIONS, INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

SIMPLICITY FINANCIAL DISTRIBUTORS INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

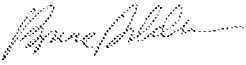
SIMPLICITY FINANCIAL INVESTMENT SERVICES INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

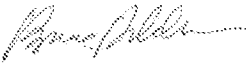
SIMPLICITY FINANCIAL MARKETING INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

SIMPLICITY LIFE INC.

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

WEALTH PROTECTION ADVISORS, LLC

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

WEALTHWISE PARTNERS LLC

By: 
Name: Bruce Donaldson
Title: Chief Executive Officer

SECURED PARTY:

THL CORPORATE FINANCE, INC.,
as Agent

By: 
Name: Michelle Handy
Title: Managing Director

Schedule 1

to

Patent and Trademark Security Agreement

Patents:

None

Trademarks:

Holder	Mark	Jurisdiction	Status	Registration Number	Registration/ Filing Date	Description of Goods/ Services
Simplicity Financial Marketing Holdings Inc.	SIMPLICITY BLUEPRINT	United States	Registered	Registration Number: 4,383,785	Registered: August 13, 2013	International Class 35: Providing marketing services for insurance agents in the fields of annuities, life insurance, and long term care insurance
M3 Financial, Inc.	RETHINK RETIREMENT	United States	Registered	Registration Number: 4,492,383	Registered: March 4, 2014	International Class 35: Marketing services, namely, the promotion of insurance plans and annuities plans for others.
InsurMark, Inc.	INSURMARK	United States	Registered	Registration Number: 2645474	Registered: November 5, 2002	International Class 36: Insurance brokerage services, namely wholesale insurance services in

						the fields of annuities, life insurance and long term care insurance from represented insurance carriers, and presenting them to a nationwide of insurance agents and financial services professionals
InsurMark, Inc.	ADO-ADVISOR DEVELOPMENT ORGANIZATION	United States	Published	Serial Number: 87340186	Publishing Date: September 12, 2017	International Class 41: Training services for insurance and financial service advisors in the field of best practices in insurance and financial services fields using technology to effectively manage their operations
InsurMark, Inc.	FADO-FINANCIAL ADVISOR DEVELOPMENT ORGANIZATION	United States	Published	Serial Number: 87429883	Publishing Date: September 19, 2017	International Class 41: Training services for insurance and financial services advisors in the field of the best practices in the insurance and financial services fields using technology to effectively manage their operations

InsurMark , Inc.	BRIGHT OWL INVESTMENT ADVISORS	United States	Registered	Registration Number: 4614703	Registration Date: September 30, 2014	International Class 36: Financial planning services
InsurMark , Inc.	BRIGHT OWL INVESTMENT ADVISORS	United States	Registered	Registration Number: 4614704	Registration Date: September 30, 2014	International Class 41: Educational services, namely, providing classes in the field of financial planning
InsurMark , Inc.	THE BIG EVENT	United States	Registered	Registration Number: 4015494	Registration Date: August 23, 2011	International Class 41: Educational services, namely, providing seminars related to the insurance industry
InsurMark , Inc.	BIZBUCKS	United States	Registered	Registration Number: 3275207	Registration Date: August 7, 2007	International Class 36: Insurance brokerage services, namely wholesale insurance services in the fields of annuities, life insurance and long term care insurance from represented insurance carriers, and presenting them to a nationwide network of insurance agents and financial services professionals

InsurMark , Inc.	ANNUITYBIZ.COM	United States	Registered	Registration Number: 2652888	Registration Date: November 19, 2002	International Class 36: Insurance brokerage services, namely brokerage of fixed annuity products, to include equity indexed, bonus, traditional, multi year guarantee and immediate annuities, that are provided by represented insurance carriers, with licensed agents on a national basis through the World Wide Web
InsurMark , Inc.	ADVISOR DEVELOPMENT ORGANIZATION	United States	Filed	Serial Number: 87789667	Filing Date: February 8, 2018	International Class 41: Training services for insurance and financial service advisors in the field of best practices in insurance and financial services using technology to effectively manage their operations
InsurMark , Inc.	ADO	United States	Filed	Serial Number: 87785908	Filing Date: February 6, 2018	International Class 41: Training services for insurance and financial service advisors in

						the field of best practices in insurance and financial services using technology to effectively manage their operations
InsurMark, Inc.	BUILD A BETTER LIFE	United States	Filed	Serial Number: 87760323	Filing Date: January 18, 2018	International Class 35: Insurance and Financial Services
InsurMark, Inc.	FADO	United States	Filed	Serial Number: 87789893	Filing Date: February 8, 2018	International Class 41: Training services for insurance and financial service advisors in the field of best practices in insurance and financial services using technology to effectively manage their operations
InsurMark, Inc.	FINANCIAL ADVISOR DEVELOPMENT ORGANIZATION	United States	Filed	Serial Number: 87790629	Filing Date: February 8, 2018	International Class 41: Training services for insurance and financial service advisors in the field of best practices in insurance and financial services using technology to effectively manage their operations