

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Impact Partnership, LLC		12/30/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Road NE		
Internal Address:	Attn: Will Jantzen, 7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88596706	AMERICAN RETIREMENT INSTITUTE	
Registration Number:	5401281	TEST YOUR RETIREMENT	
Registration Number:	4817804	IMAGINE	
Registration Number:	4909843	SCIENTIFIC SEMINAR	
Registration Number:	4737643	IMPACT CONNECT	
Registration Number:	4737647	IMPACT MAIL	
Registration Number:	4737644	IMPACT RADIO	
Registration Number:	4734119	IMPACT RADIO DREAM TEAM	
Registration Number:	4737645	MAIL WITH IMPACT	
Registration Number:	4680913	IMPACT PARTNERSHIP	
Registration Number:	4680912	IMPACT EXPERIENCE	
Registration Number:	4691051	PRACTICE BUILDER	
Registration Number:	4631642	GROW YOUR PRACTICE	
Registration Number:	4628332	RULE THE AIRWAVES	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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: 7044441124
Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
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SIGNATURE:	/Elaine B. Hunt/
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DATE SIGNED:	12/31/2019
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Total Attachments: 5

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 30, 2019, made by THE IMPACT PARTNERSHIP, LLC, a Georgia limited liability company (the "Grantor"), in favor of TRUIST BANK, as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of the date hereof, by and among the Grantor, as the Borrower, Impact Partnership Holdings, LLC, a Delaware limited liability company, as Holdings, the indirect and direct Subsidiaries of the Borrower, as Guarantors, the Lenders and the Administrative Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other parties thereto have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its intellectual property, including the trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

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

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any

time in the future may acquire any right, title and interest, including without limitation those trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the trademarks are more fully set forth in the Credit Agreement and 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.

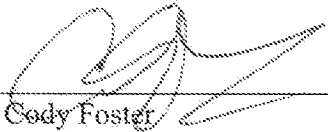
5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE IMPACT PARTNERSHIP, LLC, as
Grantor

By: 
Name: Cody Foster
Title: Manager

TRUIST BANK, as Agent

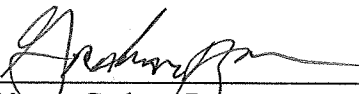
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE IMPACT PARTNERSHIP, LLC, as
Grantor

By: _____
Name:
Title:

TRUIST BANK, as Agent

By:  _____
Name: Graham Brown
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006828 FRAME: 0244

SCHEDULE I

TRADEMARK REGISTRATIONS

Debtor	Mark	Reg. No. & Serial No.	Reg. Date
The Impact Partnership, LLC	AMERICAN RETIREMENT INSTITUTE	RN: n/a SN: 88/596,706	n/a
The Impact Partnership, LLC	TEST YOUR RETIREMENT	RN: 5,401,281 SN: 87/540,169	Feb. 13, 2018
The Impact Partnership, LLC	IMAGINE	RN: 4,817,804 SN: 86/544,339	Sep. 22, 2015
The Impact Partnership, LLC	SCIENTIFIC SEMINAR	RN: 4,909,843 SN: 86/484,310	Mar. 1, 2016
The Impact Partnership, LLC	IMPACT CONNECT	RN: 4,737,643 SN: 86/221,057	May 19, 2015
The Impact Partnership, LLC	IMPACT MAIL	RN: 4,737,647 SN: 86/221,131	May 19, 2015
The Impact Partnership, LLC	IMPACT RADIO	RN: 4,737,644 SN: 86/221,063	May 19, 2015
The Impact Partnership, LLC	IMPACT RADIO DREAM TEAM	RN: 4,734,119 SN: 86/221,062	May 12, 2015
The Impact Partnership, LLC	MAIL WITH IMPACT	RN: 4,737,645 SN: 86/221,065	May 19, 2015
The Impact Partnership, LLC	IMPACT PARTNERSHIP	RN: 4,680,913 SN: 86/221,059	Feb. 3, 2015
The Impact Partnership, LLC	IMPACT EXPERIENCE	RN: 4,680,912 SN: 86/221,056	Feb. 3, 2015
The Impact Partnership, LLC	PRACTICE BUILDER	RN: 4,691,051 SN: 86/220,478	Feb. 24, 2015
The Impact Partnership, LLC	GROW YOUR PRACTICE	RN: 4,631,642 SN: 86/220,463	Nov. 4, 2014
The Impact Partnership, LLC	RULE THE AIRWAVES	RN: 4,628,332 SN: 86/221,061	Oct. 28, 2014