

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelliquote Insurance Services, LLC		08/31/2022	Limited Liability Company: DELAWARE
AmeriLife Group, LLC		08/31/2022	Limited Liability Company: DELAWARE
Rawlings Insurance Services, LLC		08/31/2022	Limited Liability Company: DELAWARE
AL Marketing, LLC		08/31/2022	Limited Liability Company: DELAWARE
Agent Solutions, LLC		08/31/2022	Limited Liability Company: DELAWARE
Southwest Annuities Marketing, LLC		08/31/2022	Limited Liability Company: DELAWARE
Saybrus Partners, LLC		08/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as collateral agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2562630	1.800.LIFEINSURANCE	
Registration Number:	5114843	ABA	
Registration Number:	4973523	AGENT UNIVERSITY	
Registration Number:	5367223	AGENT XCELERATOR	
Registration Number:	5377572	AGENT XCELERATOR	
Registration Number:	4348873	AMERILIFE	
Registration Number:	3751936	AMERILIFE	
Registration Number:	3707470	AMERILIFE	
Registration Number:	4337582	AMERILIFE	

CH \$865.00 2562630

Property Type	Number	Word Mark
Registration Number:	2749943	AMERILIFE
Registration Number:	4973533	AU AGENT UNIVERSITY POWERED BY: AMERILIF
Registration Number:	5566173	BE PREPARED FOR LIFE
Registration Number:	4352939	DALLAS FINANCIAL WHOLESALERS
Registration Number:	3097116	DFW DALLAS FINANCIAL WHOLESALERS
Registration Number:	3650012	EZ ONLINE AGENT CONTRACTING
Registration Number:	4998737	INSURANCE MARKETING FOR AGENTS! WE'RE NO
Registration Number:	5586748	INTELLIGENT DECISIONS FOR LIFE
Registration Number:	5586567	INTELLIQUOTE
Registration Number:	3000184	INTELLIQUOTE
Registration Number:	5586566	INTELLIQUOTE
Registration Number:	4409663	LEADMAX
Registration Number:	5114842	LIFE DOESN'T WAIT. WHY SHOULD YOU?
Registration Number:	4641320	NAVIGATING THE WAY FROM CONCEPT MARKETPL
Registration Number:	4641319	NAVIGATING THE WAY FROM CONCEPT TO MARKE
Registration Number:	5181886	RATESOURCEONE
Registration Number:	5205214	RATESOURCEONE
Registration Number:	4575422	SAT
Registration Number:	4575421	SAT SUPERAGENTTOOLS
Registration Number:	5365240	SILVER KEY
Registration Number:	4554379	UNKEFER
Registration Number:	4998738	WE'RE NOT JUST ANY INSURANCE MARKETING C
Registration Number:	5344886	SAYBRUS PARTNERS
Serial Number:	88328076	AMERICAN LIFE
Registration Number:	5344885	

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	40924.00046
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/

DATE SIGNED:	09/12/2022
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2022 (this “**Agreement**”), between the entities listed on Schedule I attached hereto (each, a “**Grantor**” and collectively, the “**Grantors**”) and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, the “**Agent**”).

Reference is made to (a) that certain Pledge and Security Agreement, dated as of August 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Accelerate Buyer, LLC, a Delaware limited liability company (“**Holdings**”), AmeriLife Holdings LLC, a Delaware limited liability company (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Agent and (b) that certain Credit Agreement, dated as of August 31, 2022 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), among Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule II hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTELLIQUOTE INSURANCE SERVICES, LLC,
a Delaware limited liability company
AMERILIFE GROUP, LLC,
a Delaware limited liability company
RAWLINGS INSURANCE SERVICES, LLC,
a Delaware limited liability company
AL MARKETING, LLC,
a Delaware limited liability company
SOUTHWEST ANNUITIES MARKETING, LLC,
a Delaware limited liability company
each as a Grantor



By: _____
Name: James Quinn
Title: Chief Financial Officer

AGENT SOLUTIONS, LLC
a Delaware limited liability company
as a Grantor

By: AL TPA, LLC
Its: Sole Member



By: _____
Name: James Quinn
Title: Chief Financial Officer

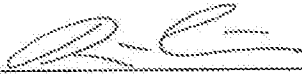
SAYBRUS PARTNERS, LLC
a Delaware limited liability company
each as a Grantor

By: AL Tiger Holdco, LLC
Its: Sole Member



By: _____
Name: James Quinn
Title: Chief Financial Officer

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

Schedule I

the Grantors

1. Intelliquote Insurance Services, LLC, a Delaware limited liability company
2. AmeriLife Group, LLC, a Delaware limited liability company
3. Rawlings Insurance Services, LLC, a Delaware limited liability company
4. AL Marketing, LLC, a Delaware limited liability company
5. Agent Solutions, LLC, a Delaware limited liability company
6. Southwest Annuities Marketing, LLC, a Delaware limited liability company
7. Saybrus Partners, LLC, a Delaware limited liability company

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007850 FRAME: 0522

Schedule II

United States Trademarks and Trademark Applications

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
1.800.LIFEINSURANCE	2562630	16-Apr-2002	Intelliquote Insurance Services, LLC
ABA	5114843	03-Jan-2017	AmeriLife Group, LLC
AGENT UNIVERSITY	4973523	07-Jun-2016	AmeriLife Group, LLC
AGENT XCELERATOR	5367223	02-Jan-2018	AmeriLife Group, LLC
AGENT XCELERATOR and Design 	5377572	16-Jan-2018	AmeriLife Group, LLC
AMERILIFE	4348873	11-Jun-2013	AmeriLife Group, LLC
AMERILIFE	3751936	23-Feb-2010	AmeriLife Group, LLC
AMERILIFE	3707470	10-Nov-2009	AmeriLife Group, LLC
AMERILIFE (Stylized) AMERILIFE	4337582	21-May-2013	AmeriLife Group, LLC
AMERILIFE (Stylized) AmeriLife	2749943	12-Aug-2003	AmeriLife Group, LLC
AU AGENT UNIVERSITY and Design 	4973533	07-Jun-2016	AmeriLife Group, LLC
BE PREPARED FOR LIFE	5566173	18-Sep-2018	Intelliquote Insurance Services, LLC
DALLAS FINANCIAL WHOLESALERS	4352939	18-Jun-2013	Rawlings Insurance Services, LLC
DFW and Design 	3097116	30-May-2006	Rawlings Insurance Services, LLC
EZ ONLINE AGENT CONTRACTING	3650012	07-Jul-2009	Rawlings Insurance Services, LLC
INSURANCE MARKETING FOR AGENTS! WE'RE NOT JUST ANY INSURANCE MARKETING COMPANY. WE'RE YOUR INSURANCE MARKETING COMPANY!	4998737	12-Jul-2016	AmeriLife Group, LLC

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
INTELLIGENT DECISIONS FOR LIFE	5586748	16-Oct-2018	Intelliquote Insurance Services, LLC
INTELLIQUOTE	5586567	16-Oct-2018	Intelliquote Insurance Services, LLC
INTELLIQUOTE	3000184	27-Sep-2005	Intelliquote Insurance Services, LLC
INTELLIQUOTE and Design 	5586566	16-Oct-2018	Intelliquote Insurance Services, LLC
LEADMAX	4409663	01-Oct-2013	AL Marketing, LLC
LIFE DOESN'T WAIT, WHY SHOULD YOU?	5114842	03-Jan-2017	AmeriLife Group, LLC
NAVIGATING THE WAY FROM CONCEPT MARKETPLACE and Design 	4641320	18-Nov-2014	AmeriLife Group, LLC
NAVIGATING THE WAY FROM CONCEPT TO MARKETPLACE	4641319	18-Nov-2014	AmeriLife Group, LLC
RATESOURCEONE	5181886	11-Apr-2017	AmeriLife Group, LLC
RATESOURCEONE and Design 	5205214	16-May-2017	AmeriLife Group, LLC
SAT	4575422	29-Jul-2014	Agent Solutions, LLC
SAT SUPERAGENT TOOLS and Design 	4575421	29-Jul-2014	Agent Solutions, LLC
SILVER KEY	5365240	26-Dec-2017	AmeriLife Group, LLC
UNKEFER	4554379	24-Jun-2014	Southwest Annuities Marketing, LLC
WE'RE NOT JUST ANY INSURANCE MARKETING COMPANY. WE'RE YOUR INSURANCE MARKETING COMPANY!	4998738	12-Jul-2016	AmeriLife Group, LLC
AMERICAN LIFE	88328076	06-Mar-2019	AmeriLife Group, LLC
SAYBRUS PARTNERS	5344886	28-Nov-2017	Saybrus Partners, LLC

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
Design Only 	5344885	28-Nov-2017	Saybrus Partners, LLC