

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797808

<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>
Populus Financial Group, Inc.		03/17/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1156 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6887906	YOUR FINANCIAL DOOR TO MORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	1-617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,meerna.dalal@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	03/27/2023		
<b>Total Attachments: 4</b>			
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OP \$40.00 6887906

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 17, 2023 is made by POPULUS FINANCIAL GROUP, INC., a Texas corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a borrower under the Amended and Restated Credit Agreement dated as of December 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, Borrower, the Lenders, Administrative Agent and Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor and each other Person party thereto as a "Grantor" have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 17, 2020, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged, granted and/or reaffirmed to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Grantor, 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 and sufficiency of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Third Amendment, and the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, 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 meanings provided or provided by reference in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions

thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) is in full force and effect on the date hereof.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

POPULUS FINANCIAL GROUP, INC.  
as Grantor

By: 

Name: Spencer Williams

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008017 FRAME: 0288**

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Owner	Status	Country/State	Serial No.	Registration No./Registration Date
YOUR FINANCIAL DOOR TO MORE	Populus Financial Group, Inc.	Registered	United States of America	90897810	6887906/ Nov-1-2022