

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI64257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNSHINE LIFE & HEALTH ADVISORS, LLC		11/07/2023	Limited Liability Company: FLORIDA
LIVING SECURE INSURANCE ADVISORS, LLC		11/07/2023	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Company Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6960152	LAS MADRINAS DE LOS SEGUROS
Registration Number:	6364911	LAS MADRINAS MEDICAL CENTERS
Registration Number:	5985417	STATESIDE
Registration Number:	5422720	LAS MADRINAS DE LA SALUD
Registration Number:	5332995	ASEGURATE CON LAS MADRINAS
Registration Number:	5362536	LAS MADRINAS
Registration Number:	5199441	SI TU SEGURO QUIERES RENOVAR, EN LAS MADRINAS PUEDES CONFIAR!

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-2592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

CH \$190.00.00 90793505

ATTORNEY DOCKET NUMBER:	065664/0007
NAME OF SUBMITTER:	JASON MULL
SIGNATURE:	JASON MULL
DATE SIGNED:	03/06/2024

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 7, 2023, is made by **SUNSHINE LIFE & HEALTH ADVISORS, LLC.**, a Florida limited liability company, and **LIVING SECURE INSURANCE ADVISORS, LLC.**, a Florida limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the “Agent”) in connection with that certain Credit Agreement, dated as of August 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Alliant Services, Inc. (f/k/a Alliant Holdings, Inc.), a California corporation (“Holdings”), Alliant Holdings Intermediate, LLC, a California limited liability company (the “Principal Borrower”), the Co-Borrowers from time to time parties thereto (together with the Principal Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), the Lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of August 14, 2015, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrowers, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with one or more Borrowers, each Grantor agrees, for the benefit of the Agent and the Secured Parties, 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. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor’s “intent to use” such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each 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 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Authorization. Each Grantor represents and warrants to the Agent and the other Secured Parties that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general equitable principles and principles of good faith and fair dealing.

6. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignment and assumption agreements, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

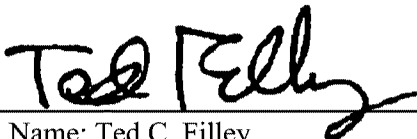
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

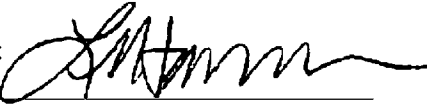
SUNSHINE LIFE & HEALTH ADVISORS, LLC
as a Grantor

By: 
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

LIVING SECURE INSURANCE ADVISORS, LLC,
as a Grantor

By: 
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Agent

By: 

Name: Lisa Hanson

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
LAS MADRINAS DE LOS SEGUROS	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	90793505	24-JUN-2021	6960152	24-JAN-2023
LAS MADRINAS MEDICAL CENTERS	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	88329916	07-MAR-2019	6364911	25-MAY-2021
STATESIDE	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	88082289	17-AUG-2018	5985417	11-FEB-2020
LAS MADRINAS DE LA SALUD	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	87555307	03-AUG-2017	5422720	13-MAR-2018
ASEGURATE CON LAS MADRINAS	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	87190279	30-SEP-2016	5332995	14-NOV-2017
LAS MADRINAS	LIVING SECURE INSURANCE ADVISORS, LLC	87190296	30-SEP-2016	5362536	26-DEC-2017
SI TU SEGURO QUIERES RENOVAR, EN LAS MADRINAS PUEDES CONFIAR!	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	87190302	30-SEP-2016	5199441	09-MAY-2017