

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319774

<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>
Allsup, Inc.		10/10/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	70 W. Madison, Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	State Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3989662	ACCESSALLSUP	
<b>Registration Number:</b>	2899795	ACCESSALLSUP.COM	
<b>Registration Number:</b>	4095713	ALL THINGS DISABILITY	
<b>Registration Number:</b>	1731614	ALLSUP	
<b>Registration Number:</b>	3598154	ALLSUP	
<b>Registration Number:</b>	4184190	ALLSUP ALLIANCE NEWS NETWORK	
<b>Registration Number:</b>	4302646	ALLSUP CUSTOMER EXPRESS	
<b>Registration Number:</b>	3292188	ALLSUP GETS IT	
<b>Registration Number:</b>	4182862	ALLSUP IS THE NATION'S PREMIER DISABILIT	
<b>Registration Number:</b>	4305367	ALLSUP IS THE PREMIER DISABILITY REPRES	
<b>Registration Number:</b>	3673925	ALLSUP MEDICARE ADVISOR	
<b>Registration Number:</b>	4163692	ALLSUP MEDICARE COORDINATION SERVICES	
<b>Registration Number:</b>	4023453	ALLSUP MORTGAGE RESOLUTION SERVICE	
<b>Registration Number:</b>	3791924	ALLSUP PLACE	
<b>Registration Number:</b>	3588542	ALLSUP TRUE HELP	
<b>Registration Number:</b>	4398948	ALLSUP VETERANS DISABILITY APPEAL SERVIC	
<b>Registration Number:</b>	4369651	ALLSUP VETERANS DISABILITY APPEAL SERVIC	
<b>Registration Number:</b>	3878250	DISABILITY LIFE PLANNING CENTER	
<b>Registration Number:</b>	3645193	DISABILITY LIFE PLANNING SERVICE	
<b>Registration Number:</b>	3522175	LIFE RECLAIMED	
<b>TRADEMARK</b>			

OP \$740.00 3989662

Property Type	Number	Word Mark
Registration Number:	4130019	MEDICARE COORDINATION SERVICES
Registration Number:	3522180	
Registration Number:	3522170	
Registration Number:	4365806	POST FOR A PURPOSE
Registration Number:	2485294	SEAMLESS ORS
Registration Number:	3827641	SEAMLESS ORS
Registration Number:	3525521	TRUE HELP
Registration Number:	3803947	TRUEHELP
Registration Number:	3316427	YOU STAY AT HOME. WE DO THE WORK.

**CORRESPONDENCE DATA**

**Fax Number:** 3146127874

*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:** 314-444-7600

**Email:** tbranson@lewisrice.com

**Correspondent Name:** Terri Branson

**Address Line 1:** 600 Washington Ave., Suite 2500

**Address Line 2:** Lewis, Rice & Fingersh, L.C.

**Address Line 4:** St. Louis, MISSOURI 63101

<b>ATTORNEY DOCKET NUMBER:</b>	109665.62107
<b>NAME OF SUBMITTER:</b>	Terri Branson
<b>SIGNATURE:</b>	/Terri Branson/
<b>DATE SIGNED:</b>	10/10/2014

**Total Attachments: 7**

- source=06 - Trademark Security Agreement#page1.tif
- source=06 - Trademark Security Agreement#page2.tif
- source=06 - Trademark Security Agreement#page3.tif
- source=06 - Trademark Security Agreement#page4.tif
- source=06 - Trademark Security Agreement#page5.tif
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- source=06 - Trademark Security Agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of October 10, 2014, and is by Allsup, Inc., an Illinois corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

### RECITALS

A. Grantor, Allsup Medicare Advisor, Inc., an Illinois corporation, Allsup Services, Inc., an Illinois corporation, and Allsup Employment Services, Inc., an Illinois corporation and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations::

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

*[signature page follows]*

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Allsup, Inc., an Illinois corporation

By: W. Geary Hagen  
Print Name: W. Geary Hagen  
Title: SVP, Finance

Acknowledged:

The PrivateBank and Trust Company

By: \_\_\_\_\_  
Print Name: Edward Dehner  
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF ALLSUP, INC.

TRADEMARK  
REEL: 005379 FRAME: 0266

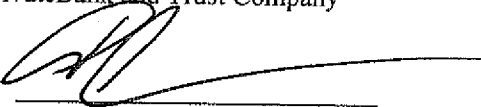
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Allsup, Inc., an Illinois corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:


The PrivateBank and Trust Company

By:   
Print Name: Edward Dehner  
Title: Managing Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

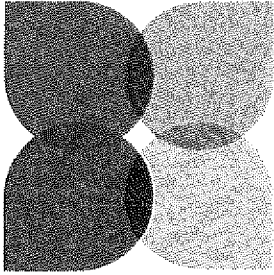
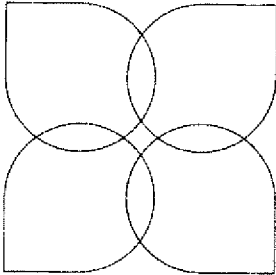
Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Registration #	Registered Date	Country
	1,731,615 <b>ABANDONED</b>	NOV 10, 1992  (Last Renewed: NOV 10, 2002)	United States of America
A			
ACCESSALLSUP	3,989,662	JUL 05, 2011	United States of America
ACCESSALLSUP.COM	2,899,795	NOV 02, 2004  (Last Renewed: NOV 02, 2014)	United States of America
ALL THINGS DISABILITY	4,095,713	FEB 07, 2012	United States of America
Allsup	1,731,614	NOV 10, 1992  (Last Renewed: NOV 10, 2012)	United States of America
ALLSUP (WORD MARK)	3,598,154	AUG 21, 2008	United States of America
ALLSUP ALLIANCE NEWS NETWORK	4,184,190	JUL 31, 2012	United States of America
ALLSUP CUSTOMER EXPRESS	4,302,646	MAR 12, 2013	United States of America
ALLSUP GETS IT	3,292,188	SEP 11, 2007	United States of America
ALLSUP IS THE	4,182,862	JUL 31, 2012	United States of America

<b>NATION'S PREMIER DISABILITY REPRESENTATION COMPANY</b>			
<b>ALLSUP IS THE PREMIER DISABILITY REPRESENTATION COMPANY</b>	4,305,367	MAR 19, 2013	United States of America
<b>ALLSUP MEDICARE ADVISOR</b>	3,673,925	AUG 25, 2009	United States of America
<b>ALLSUP MEDICARE COORDINATION SERVICES</b>	4,163,692	JUN 26, 2012	United States of America
<b>ALLSUP MORTGAGE RESOLUTION SERVICE</b>	4,023,453	SEP 06, 2011	United States of America
<b>ALLSUP PLACE</b>	3,791,924	MAY 25, 2010	United States of America
<b>ALLSUP TRUE HELP</b>	3,588,542	MAR 10, 2009	United States of America
<b>ALLSUP VETERANS DISABILITY APPEAL SERVICE</b>	4,398,948	SEP 10, 2013	United States of America
<b>ALLSUP VETERANS DISABILITY APPEAL SERVICES</b>	4,369,651	JUL 16, 2013	United States of America
<b>DISABILITY LIFE PLANNING CENTER</b>	3,878,250	NOV 16, 2010	United States of America
<b>DISABILITY LIFE PLANNING SERVICE</b>	3,645,193	JUN 23, 2009	United States of America
<b>LIFE RECLAIMED</b>	3,522,175	OCT 21, 2008	United States of America
<b>MEDICARE COORDINATION SERVICES</b>	4,130,019	APR 17, 2012	United States of America



 <p><b>** DESIGN ONLY (COLOR)**</b></p>	3,522,180	OCT 21, 2008	United States of America
 <p><b>** DESIGN ONLY **</b></p>	3,522,170	OCT 21, 2008	United States of America
<b>POST FOR A PURPOSE</b>	4,365,806	JUL 09, 2013	United States of America
<b>SEAMLESS ORS</b>	2,485,294	SEP 04, 2001 (Last Renewed: SEP 04, 2011)	United States of America
<b>SEAMLESS ORS</b>	3,827,641	AUG 03, 2010	United States of America
<b>TRUE HELP</b>	3,525,521	OCT 28, 2008	United States of America
<p><b>TrueHelp</b></p> <p><b>**TrueHelp (Stylized Lettering)**</b></p>	3,803,947	JUN 15, 2010	United States of America
<b>YOU STAY AT HOME. WE DO THE WORK.</b>	3,316,427	OCT 23, 2007	United States of America

**Pending Trademark Applications**

None.