

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428380

| | | | |
|---|----------------------------------|------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Amerilife Group, LLC | | 05/12/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SUNTRUST BANK | | |
| Street Address: | 303 Peachtree Street NE | | |
| Internal Address: | 23rd Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5114843 | ABA | |
| Registration Number: | 5114842 | LIFE DOESN'T WAIT. WHY SHOULD YOU? | |
| Serial Number: | 87333867 | THE RETIREMENT SHOP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2485940610 | | |
| <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> | | | |
| Phone: | 2485940630 | | |
| Email: | tmdocketing@fishstewip.com | | |
| Correspondent Name: | Michael D. Fishman | | |
| Address Line 1: | 39533 Woodward Avenue, Suite 140 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| ATTORNEY DOCKET NUMBER: | 67333-0034 | | |
| NAME OF SUBMITTER: | Michael D. Fishman | | |
| SIGNATURE: | /mdf/ | | |
| DATE SIGNED: | 05/22/2017 | | |
| Total Attachments: 5 | | | |
| source=2017.05.12 ALG Notice & Confirmation of Grant of Security Interest in Trademarks (2nd Lien) | | | |

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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 May 12, 2017, made by AMERILIFE GROUP, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as Collateral Agent (the "Agent") for the Lenders that are parties to the Second Lien Credit Agreement, dated as of July 10, 2015, by and among Amerilife Midco LLC, Amerilife Group, LLC (the "Borrower"), the Lenders and the Administrative Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Second Lien Credit Agreement").

WHEREAS, pursuant to the Second Lien 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 Second Lien Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of July 10, 2015, 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 Second Lien Credit Agreement and the Security Agreement.

1. 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 Second Lien 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 Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

2. 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.

3. 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 Second Lien 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.


4. 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 telecopier 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 telecopier 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 telecopier or other electronic transmission.

* * *

[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.

AMERILIFE GROUP, LLC, as Grantor

By: 
Name: R. Nathan Hightower
Title: Chief Legal and Administrative
Officer

SUNTRUST 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.

AMERILIFE GROUP, LLC, as Grantor

By: _____
Name: R. Nathan Hightower
Title: Chief Legal and Administrative
Officer

SUNTRUST BANK, as Agent

By:  _____
Name: Richard W. Jantzen, III
Title: Vice President

SCHEDULE I

Trademark Registrations

| <u>TRADEMARK</u> | <u>App. No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---------------------------------------|-----------------|--------------------|-----------------|------------------|
| ABA | 86/086,107 | 10/8/2013 | 5,114,843 | 1/3/2017 |
| LIFE DOESN'T WAIT. WHY SHOULD YOU? | 86/086,103 | 10/8/2013 | 5,114,842 | 1/3/2017 |

Trademark Applications

| <u>TRADEMARK</u> | <u>App. No.</u> | <u>Filing Date</u> |
|---------------------------------|-----------------|--------------------|
| THE RETIREMENT SHOP & DESIGN | 87/333,867 | 2/13/2017 |