

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allsup, LLC	FORMERLY Allsup I, LLC	07/19/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	70 W. Madison, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4937626	EMPOWER BY ALLSUP	
Registration Number:	4823459	ALLSUP EMPLOYMENT SERVICES	
Registration Number:	4823571	ALLSUP LIFE PLANNING SERVICE	
Registration Number:	4692646	WORK IN YOUR OWN PLACE AT YOUR OWN PACE	
CORRESPONDENCE DATA			
Fax Number:	3146127697		
<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:	314-444-7697		
Email:	sgeisen@lewisrice.com		
Correspondent Name:	Sara L. Geisen		
Address Line 1:	600 Washington Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Saint Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Sara L. Geisen		
SIGNATURE:	/Sara L. Geisen/		
DATE SIGNED:	07/19/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of July 19, 2017, and is by Allsup, LLC, an Illinois limited liability company (as successor by merger with Allsup, Inc., an Illinois corporation and formerly known as Allsup I, LLC) ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

RECITALS

A. Grantor, Allsup Healthcare Insurance Services, LLC, an Illinois limited liability company (as successor by merger with Allsup Medicare Advisor, Inc., an Illinois corporation), Allsup Employment Services, LLC (as successor by merger with Allsup Employment Services, Inc., an Illinois corporation and formerly known as Allsup Employment Services 1, LLC), Benefits Coordination Services, LLC, an Illinois limited liability company (as successor by merger with Benefits Coordination Services, Inc., an Illinois corporation and formerly known as Benefits Coordination Services 1, LLC), and Allsup Service, Inc., an Illinois corporation (individually and collectively, the "Borrower"), dated as of October 10, 2014 (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, LLC, an Illinois limited liability company (as successor by merger with Allsup, Inc., an Illinois corporation and formerly known as Allsup I, LLC)

By: 
Print Name: John D. Harkins
Title: Vice President

Acknowledged:

The PrivateBank and Trust Company

By: _____
Print Name: Edward Dehner
Title: Managing Director


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, LLC, an Illinois limited liability company (as successor by merger with Allsup, Inc., an Illinois corporation and formerly known as Allsup I, LLC)

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

Registered Trademarks

Mark	Registration No.	Date of Registration	Country
EMPOWER BY ALLSUP	4937626	4/12/2016	United States of America
ALLSUP EMPLOYMENT SERVICES	4823459	9/29/2015	United States of America
ALLSUP LIFE PLANNING SERVICE	4823571	9/29/2015	United States of America
WORK IN YOUR OWN PLACE AT YOUR OWN PACE	4692646	2/24/2015	United States of America