

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Annexus Holding LLLP		09/27/2017	Limited Liability Limited Partnership: ARIZONA
Annexus Management Company, LLC		09/27/2017	Limited Liability Company: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association, as Collateral Agent
<b>Street Address:</b>	214 North Tryon Street, 27th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3359268	THE ANNEXUS GROUP
Registration Number:	3725971	BPASELECT ANNUITY
Registration Number:	3946432	BALANCED ALLOCATION ANNUITY
Registration Number:	3964714	BALANCED ALLOCATION INCOME ADVANTAGE
Registration Number:	3972806	BAA ANNUITY
Registration Number:	3957481	TARGETLOCK
Registration Number:	4407414	BALANCED CHOICE
Registration Number:	4324910	TBO TOTAL BENEFITS OF OWNERSHIP
Registration Number:	4226576	ANNEXUS
Registration Number:	4343532	BALIR
Registration Number:	4533741	BALANCED ALLOCATION STRATEGY
Registration Number:	4343927	SGO
Registration Number:	4765717	BALANCED CHOICE ANNUITY FOUNDATION SERIE
Registration Number:	4770052	BALANCED CHOICE ANNUITY SELECT SERIES
Registration Number:	4396278	ANNEXUS INCOME INC. PLAN IMPLEMENT EXCEL
Registration Number:	4396279	ANNEXUS IRA INC. ADVISOR-SPECIALIST IRA
Registration Number:	4594121	ANNEXUS RESEARCH INSTITUTE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4594122	ANNEXUS
Registration Number:	4621836	STACKED GROWTH OPTION MAX
Registration Number:	4533742	FAMILY ENDOWMENT RIDER
Registration Number:	5037395	BALANCED CHOICE
Registration Number:	5172099	ELEVATE
Registration Number:	5172100	BCA ELEVATE
Registration Number:	5106886	FIXED GROWTH OPTION
Registration Number:	4467971	BALANCED ALLOCATION LIFETIME INCOME RIDE
Serial Number:	87405733	BALANCED ALLOCATION LIFETIME INCOME RIDE
Serial Number:	86186475	SMART FIA
Serial Number:	87102891	BAS
Serial Number:	87102876	FER

**CORRESPONDENCE DATA**

**Fax Number:** 2026375600

*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:** 2026375600

**Email:** DCPTOTrademarkMail@hoganlovells.com

**Correspondent Name:** Anna Kurian Shaw

**Address Line 1:** 555 13th Street NW

**Address Line 4:** Washington, D.C. 20004

**ATTORNEY DOCKET NUMBER:** 048880.000001

**NAME OF SUBMITTER:** Anna Kurian Shaw

**SIGNATURE:** /AKS/

**DATE SIGNED:** 09/28/2017

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 27, 2017 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

**WHEREAS**, pursuant to that certain Credit Agreement dated as of September 27, 2017 by and among ANNEXUS HOLDING LLLP, an Arizona limited liability limited partnership ("Holdings"), ANNEXUS MANAGEMENT COMPANY, LLC, an Arizona limited liability company ("AMC" and, together with Holdings, the "Borrowers"), the several financial institutions or other entities from time to time parties thereto (the "Lenders") and U.S. BANK NATIONAL ASSOCIATION, as disbursing agent for the Lenders and as collateral agent for the Secured Parties, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of September 27, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Trademarks"); and

(b) all agreements, licenses and covenants pursuant to which such Grantor has been granted rights in any Trademark or has otherwise been granted or has granted a covenant not to sue for infringement or other violation of any Trademark, including, without limitation, each agreement listed in Schedule A attached hereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE ANNEXUS GROUP, LLC,  
as Grantor**

By: Annexus Management Company, LLC  
Its: Manager

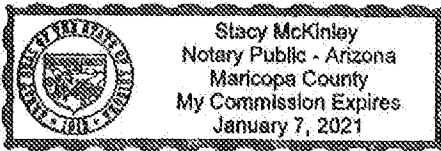
By: Annexus Holding LLLP  
Its: Manager

By: \_\_\_\_\_  
Name: *David Rauch*  
Title: *COO, GC, Secretary*

STATE OF *Arizona*  
COUNTY OF *Maricopa*

ss.

On this *28* day of *Sept.* *2017* before me personally appeared *David Rauch* proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Annexus Holding LLLP, as Manager of Annexus Management Company, LLC, as Manager of The Annexus Group, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability limited partnership, that the said instrument was signed on behalf of said limited liability limited partnership as authorized by its partners and that he/she acknowledged said instrument to be the free act and deed of said limited liability limited partnership.



\_\_\_\_\_  
Notary Public

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
solely in its capacity as Collateral Agent  
and not in its individual capacity

By: \_\_\_\_\_

Name:

Title: James A. Hartley  
Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
THE ANNEXUS GROUP	77/156,518	04/13/2007	3,359,268	12/25/2007
<b>BPA</b> Select Annuity	77/187,633	05/22/2007	3,725,971	12/15/2009
Balanced <b>Allocation</b> Annuity (Supplemental)	85/001,764	03/30/2010	3,946,432	04/12/2011
Balanced <b>Allocation</b> Income Advantage	85/001,711	03/30/2010	3,964,714	05/24/2011
BAA Annuity	85/001,780	03/30/2010	3,972,806	06/07/2011
TargetLock	85/124,844	09/08/2010	3,957,481	05/20/2011
Balanced <b>Choice</b>	85/204,805	12/23/2010	4,407,414	09/24/2013
TBO TOTAL BENEFITS OF OWNERSHIP	85/261,770	03/09/2011	4,324,910	04/23/2013
ANNEXUS	85/261,776	03/09/2011	4,226,576	10/16/2012
BALIR	85/545,575	02/17/2012	4,343,532	05/28/2013
Balanced Allocation Strategy	86/142,472	12/12/2013	4,533,741	05/20/2014
SGO	85/603,160	04/19/2012	4,343,927	05/28/2013
BALANCED CHOICE ANNUITY FOUNDATION SERIES	86/265,293	04/29/2014	4,765,717	06/30/2015
BALANCED CHOICE ANNUITY SELECT SERIES	86/265,307	04/29/2014	4,770,052	07/07/2015
 Income Inc	85/885,964	03/25/2013	4,396,278	09/03/2013
 IRA Inc	85/885,970	03/25/2013	4,396,279	09/03/2013
ANNEXUS RESEARCH INSTITUTE	85/968,546	06/24/2013	4,594,121	08/26/2014
ANNEXUS	85/968,550	06/24/2013	4,594,122	08/26/2014
STACKED GROWTH OPTION MAX	85/857,656	02/22/2013	4,621,836	10/14/2014
FAMILY ENDOWMENT RIDER	86/142,479	12/12/2013	4,533,742	05/20/2014
BALANCED CHOICE	86/604,283	04/21/2015	5,037,395	09/06/2016
ELEVATE	86/604,286	04/21/2015	5,172,099	03/28/2017
BCA ELEVATE	86/604,291	04/21/2015	5,172,100	03/28/2017



BALANCED CHOICE	86/604,283	04/21/2015	5,037,395	09/06/2016
FIXED GROWTH OPTION (Supplemental Register)	87/102,898	07/13/2016	5,106,886	12/20/2016
BALANCED ALLOCATION LIFETIME INCOME RIDER (Supplemental)	85/545,585	02/17/2012	4,467,971	01/14/2014
BALANCED ALLOCATION LIFETIME INCOME RIDER (Principal 2(f))	87/405,733	08/15/2017	N/A	N/A
SMART FIA	86/186,475	02/06/2014	N/A	N/A
BAS	87/102,891	07/13/2016	N/A	N/A
FER	87/102,876	07/13/2016	N/A	N/A