TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM451338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovation Design Group, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Suntrust Bank	
Street Address:	303 Peachtree Street NE	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30308	
Entity Type:	Domestic Bank: GEORGIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4786646	INNOVATION DESIGN GROUP

CORRESPONDENCE DATA

Fax Number: 4048817777

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: 404-881-7000

kelly.branch@alston.com Email:

Sam Gunn **Correspondent Name:**

1201 West Peachtree Street Address Line 1: Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sam Gunn
SIGNATURE:	/Sam Gunn/
DATE SIGNED:	11/17/2017

Total Attachments: 5

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> **TRADEMARK** REEL: 006208 FRAME: 0166

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 November 1, 2017, made by INNOVATION DESIGN 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 Credit Agreement, dated as of the date hereof, by and among Advisors Excel Holdings, LLC, the Grantor, as Guarantor, as Borrower, the Lenders and the Administrative Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the 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 Credit Agreement, the Grantor and the other parties thereto have executed and delivered a Security Agreement, dated as of the date hereof, 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. <u>Definitions</u>. 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. <u>Confirmation of Grant of Security Interest</u>. 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 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

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those trademarks set forth on <u>Schedule I</u> 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 Secured Obligations; <u>provided</u>, <u>however</u>, that no security interest is granted in any Excluded Property.

- 3. <u>Purpose</u>. 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.
- 4. <u>Acknowledgment</u>. 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 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.
- 5. <u>Counterparts</u>. 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 facsimile 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 facsimile or other electronic transmission be confirmed by a manually-signed original thereof; <u>provided</u> that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

* * *

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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.

INNOVATION DESIGN GROUP, LLC, as Grantor
By: Noune: Cody Fish.
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.

INNOVATION DESIGN GROUP, LLC, as Grantor

Sy:_____ Name:

Title:

SUNTRUST BANK, as Agent

Ву:_____

Title: Vice President

[Signature Page to Notice And Confirmation Of Grant Of Security Interest In Trademarks (Innovation Design Group, LLC)]

TRADEMARK
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SCHEDULE I

FEDERAL TRADEMARK REGISTRATIONS

Debtor	Mark	Trademark Image	Reg. No.	Reg. Date
Innovation Design Group, LLC	INNOVATION DESIGN GROUP	1980/ATION DESIGN CROOP	4,786,646	08/04/2015

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RECORDED: 11/17/2017

TRADEMARK
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