

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advisors Excel, LLC		11/01/2017	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: 22

Property Type	Number	Word Mark
Registration Number:	5240498	ADVISORS COMMAND
Registration Number:	5232302	A ADVISORS COMMAND
Registration Number:	4740952	PROTECT YOUR PAYCHECK
Registration Number:	4740943	PROTECT YOUR PAYCHECK
Registration Number:	4711029	IADVISOR
Registration Number:	4667738	
Registration Number:	4667737	
Registration Number:	4573854	IRA COLLEGE
Registration Number:	4505948	IADVISOR
Registration Number:	4435353	RETIREMENT DELIVERED
Registration Number:	4337774	ADVISORS EXCEL CREATIVE SERVICES
Registration Number:	4267105	ADVISORS EXCEL
Registration Number:	4267101	MASTERMIND GROUPS MASTERMIND GROUPS TAKI
Registration Number:	4267100	ADVISORS EXCEL CREATIVE SERVICES DESIGN
Registration Number:	4206098	AE INSIDER
Registration Number:	4206097	WORLD SERIES OF SALES
Registration Number:	4025711	ANNUITY THINK TANK
Registration Number:	3721406	ADVISORS EXCEL
Serial Number:	87409829	ADVISORS EXCEL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87409895	ADVISORS EXCEL
Serial Number:	87410000	
Serial Number:	87409832	

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

Email: kelly.branch@alston.com

Correspondent Name: Sam Gunn

Address Line 1: 1201 West Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sam Gunn

SIGNATURE: /Sam Gunn/

DATE SIGNED: 11/17/2017

Total Attachments: 7

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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 November 1, 2017, made by ADVISORS EXCEL, 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, 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. 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 Credit Agreement and the Security Agreement.

2. 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 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 Secured Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. 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.

4. 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 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. 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 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; provided 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.

* * *

[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.

ADVISORS EXCEL, LLC, as Grantor

By: _____

Name: *Cody Foster*

Title: *Founder*

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.

ADVISORS EXCEL, LLC, as Grantor

By: _____
Name:
Title:

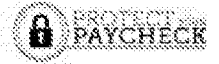



SUNTRUST BANK, as Agent




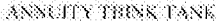

By:  _____
Name: Richard W. Jantzen, III
Title: Vice President

[Signature Page to Notice And Confirmation Of Grant Of Security Interest In Trademarks (Advisors Excel, LLC)]

SCHEDULE I

FEDERAL TRADEMARK REGISTRATIONS

Debtor	Mark	Trademark Image	Reg. No.	Reg. Date
Advisors Excel, LLC	ADVISORS COMMAND		5,240,498	07/11/2017
Advisors Excel, LLC	A ADVISORS COMMAND		5,232,302	06/27/2017
Advisors Excel, LLC	PROTECT YOUR PAYCHECK		4,740,952	05/19/2015
Advisors Excel, LLC	PROTECT YOUR PAYCHECK		4,740,943	05/19/2015
Advisors Excel, LLC	IADVISOR		4,711,029	03/31/2015
Advisors Excel, LLC	AE Logo (green/white)		4,667,738	01/06/2015
Advisors Excel, LLC	AE Logo (black/white)		4,667,737	01/06/2015
Advisors Excel, LLC	IRA COLLEGE		4,573,854	07/22/2014
Advisors Excel, LLC	IADVISOR		4,505,948	04/01/2014
Advisors Excel, LLC	RETIREMENT DELIVERED		4,435,353	11/19/2013
Advisors Excel, LLC	ADVISORS EXCEL CREATIVE SERVICES		4,337,774	05/21/2013
Advisors Excel, LLC	ADVISORS EXCEL		4,267,105	01/01/2013
Advisors Excel, LLC	MASTERMIND GROUPS MASTERMIND GROUPS TAKING YOUR MESSAGE TO THE MASSES WITH A LEGEND OF THE AIRWAVES		4,267,101	01/01/2013

Debtor	Mark	Trademark Image	Reg. No.	Reg. Date
Advisors Excel, LLC	ADVISORS EXCEL CREATIVE SERVICES DESIGN DEVELOP ENHANCE		4,267,100	01/01/2013
Advisors Excel, LLC	AE INSIDER		4,206,098	09/11/2012
Advisors Excel, LLC	WORLD SERIES OF SALES		4,206,097	09/11/2012
Advisors Excel, LLC	ANNUITY THINK TANK		4,025,711	09/13/2011
Advisors Excel, LLC	ADVISORS EXCEL		3,721,406	12/08/2009

PENDING FEDERAL TRADEMARK APPLICATIONS

Debtor	Mark	Trademark Image	Reg. No.	Reg. Date
Advisors Excel, LLC	ADVISORS EXCEL		87/409,829	04/13/2017
Advisors Excel, LLC	ADVISORS EXCEL		87/409,895	04/13/2017
Advisors Excel, LLC	ADVISORS EXCEL (b/w logo)		87/410,000	04/13/2017
Advisors Excel, LLC	ADVISORS EXCEL (b/w logo)		87/409,832	04/13/2017