

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Retirement Partners, Inc.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3558363	U.S. RETIREMENT PARTNERS	
Registration Number:	3638966	US RETIREMENT PARTNERS	
Registration Number:	3957645	I INROLL	
Registration Number:	4030149	U.S. EMPLOYEE BENEFITS SERVICES GROUP	
Registration Number:	4032930	US EMPLOYEE BENEFITS SERVICES GROUP	
Registration Number:	4959219	VENDOR EMPLOYEE EMPLOYER CONSULTANT WEBI	
Registration Number:	5168391	DB ENGINE	
Registration Number:	5168390	DB ENGINE	
Registration Number:	5168389	DC ENGINE	
Registration Number:	5168388	DC ENGINE	
Registration Number:	5168387	TPA ENGINE	
Registration Number:	5168386	TPA ENGINE	
Registration Number:	5249133	U.S. EMPLOYEE BENEFITS SERVICES GROUP	
Registration Number:	5259372	US EMPLOYEE BENEFITS SERVICES GROUP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		

CH \$365.00 3558363

Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0274

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 03/29/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2018, is made by USB HEALTH, LLC, a Texas limited liability company, U.S. RETIREMENT PARTNERS, INC., a Delaware corporation, U.S. National Benefit Partners East Inc., a Delaware corporation, CHIMIANTI & ASSOCIATES, a California corporation, The Retirement Plan Company, LLC, a Delaware limited liability company, KADES-MARGOLIS CORPORATION, a Pennsylvania corporation, OMNI FINANCIAL GROUP INC., a New York corporation, and Union Lifestyle Benefits, LLC, a Maryland limited liability company (each, a “Grantor”, and collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (the “Credit Agreement”), by and among KUSRMP Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), as Borrower prior to the consummation of the Closing Date Merger, USRP Holdings, Inc., a Delaware corporation (“USRP”), as Borrower upon the consummation of the Closing Date Merger, KUSRMP Acquisition, Inc., a Delaware corporation (“Holdings”), the other Persons party hereto that are designated as a “Credit Party”, Antares Capital LP, a limited partnership (in its individual capacity, “Antares Capital”), as Agent for the several financial institutions from time to time party to this Agreement (collectively, the “Lenders” and individually each a “Lender”), and Antares Holdings LP (in its individual capacity, “Antares Finance”), as a Lender, and the other Lenders, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of March 29, 2018 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at

stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill associated therewith; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder. In the event of any conflict between any provision in this Trademark Security Agreement and a provision in the Guaranty and Security Agreement, such provision of the Guaranty and Security Agreement shall control.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

USB HEALTH, LLC,

as a Grantor

By: 

Name: Matthew G. Riordan

Title: Chief Financial Officer

U.S. RETIREMENT PARTNERS, INC.,

as a Grantor

By: 

Name: Matthew G. Riordan

Title: Chief Financial Officer

U.S. NATIONAL BENEFIT PARTNERS EAST INC.,

as a Grantor

By: 

Name: Matthew G. Riordan

Title: Chief Financial Officer

CHIMIANTI & ASSOCIATES,

as a Grantor

By: 

Name: Matthew G. Riordan

Title: Chief Financial Officer

THE RETIREMENT PLAN COMPANY, LLC,

as a Grantor

By: 

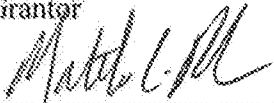
Name: Matthew G. Riordan

Title: Chief Financial Officer

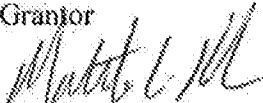
[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006303 FRAME: 0523**

KADES-MARGOLIS CORPORATION,
as a Grantor

By: 
Name: Matthew G. Riordan
Title: Chief Financial Officer

OMNI FINANCIAL GROUP INC.,
as a Grantor


By: 
Name: Matthew G. Riordan
Title: Chief Financial Officer

UNION LIFESTYLE BENEFITS, LLC,
as a Grantor

By: 
Name: Matthew G. Riordan
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By:  _____





Name: Steve Heise
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Registration No.	Registration Date	Jurisdiction	Mark	Listed Owner
2,473,302	7/31/2001	USPTO	UNITED SPECIALTY BENEFITS, INC.	USB HEALTH, LLC
3,558,363	1/6/2009	USPTO	U.S. RETIREMENT PARTNERS	U.S. RETIREMENT PARTNERS, INC.
3,638,966	6/16/2009	USPTO	 Retirement Partners	U.S. RETIREMENT PARTNERS, INC.
3,957,645	5/10/2011	USPTO	 InRoll	U.S. RETIREMENT PARTNERS, INC.
4,030,149	9/20/2011	USPTO	US EMPLOYEE BENEFITS SERVICES GROUP (Supplemental Registration)	U.S. RETIREMENT PARTNERS, INC.
4,032,930	9/27/2011	USPTO	 Employee Benefits Services Group (Supplemental Registration)	U.S. RETIREMENT PARTNERS, INC.
4,959,219	5/17/2016	USPTO	 WebInRoll	U.S. RETIREMENT PARTNERS, INC.
5,168,391	3/21/2017	USPTO	DB ENGINE	U.S. RETIREMENT PARTNERS, INC.
5,168,390	3/21/2017	USPTO	 DB Engine	U.S. RETIREMENT PARTNERS, INC.
5,168,389	3/21/2017	USPTO	DC ENGINE	U.S. RETIREMENT PARTNERS, INC.
5,168,388	3/21/2017	USPTO	 DC Engine	U.S. RETIREMENT PARTNERS, INC.
5,168,387	3/21/2017	USPTO	TPA ENGINE	U.S. RETIREMENT PARTNERS, INC.
5,168,386	3/21/2017	USPTO	 TPA Engine	U.S. RETIREMENT PARTNERS, INC.

5,249,133	7/25/2017	USPTO	U.S. EMPLOYEE BENEFITS SERVICES GROUP	U.S. RETIREMENT PARTNERS, INC.
5,259,372	8/8/2017	USPTO	 Employee Benefits Services Group	U.S. RETIREMENT PARTNERS, INC.
4,991,666	07/05/2016	USPTO	Employee Benefits In A Box (Class 36)	U.S. National Benefit Partners East, Inc.
4,041,883	10/18/2011	USPTO	“Solutions Plus+ Gap”	CHIMIENI & ASSOCIATES
3,928,418	3/8/2011	USPTO	Effortless IRA	The Retirement Plan Company, LLC
4,877,288	12/29/2015	USPTO	Building a Better Road to Retirement	The Retirement Plan Company, LLC
3,452,540	2/24/2008	USPTO	Money by Design	KADES-MARGOLIS CORPORATION
3,620,023	5/12/2009	USPTO	Money by Design Platinum Advisory Service	KADES-MARGOLIS CORPORATION
2,361,311	6/27/2000	USPTO	 (Class 36 & 42)	OMNI FINANCIAL GROUP INC.
4,098,268	2/14/2012	USPTO		OMNI FINANCIAL GROUP INC.
2,310,866	8/25/2000	USPTO	OMNI (Class 36 & 42)	OMNI FINANCIAL GROUP INC.
4,082,701	1/10/2012	USPTO	OMNI	OMNI FINANCIAL GROUP INC.
3,296,033	9/25/2007	USPTO	The OMNI Group (Class 36 & 42)	OMNI FINANCIAL GROUP INC.
4,082,702	1/10/2012	USPTO	LISTENS. LEADS. DELIVERS	OMNI FINANCIAL GROUP INC.
4,261,820	12/19/2012	USPTO	“403(B), WHY ME?” (Class 41 & 45)	OMNI FINANCIAL GROUP INC.
4,177,170	7/17/2012	USPTO	403(B) WHY ME?	OMNI FINANCIAL GROUP INC.
4,211,727	9/18/2012	USPTO	PREFERRED PROVIDER PROGRAM (Class 36)	OMNI FINANCIAL GROUP INC.
4,524,767	05/06/2014	USPTO	 OMNI P3	OMNI FINANCIAL GROUP INC.
4,380,993	08/06/2013	USPTO	P3	OMNI FINANCIAL GROUP INC.
5,346,626	11/28/2017	USPTO	UNION LIFESTYLE BENEFITS	Union Lifestyle Benefits, LLC

2. U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Jurisdiction	Mark	Listed Owner
86/475348	12/09/2014	USPTO	 UNION LIFESTYLE BENEFITS	Union Lifestyle Benefits, LLC