

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACSIA Partners LLC		03/14/2018	Corporation:
LTC Financial Partners, LLC		03/14/2018	Limited Liability Company:
Pacific Southwest Financial & Insurance Services, Inc.		03/14/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oak Street Funding LLC		
<b>Street Address:</b>	8888 Keystone Crossing		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5220822	ACSIA PARTNERS	
<b>Registration Number:</b>	4133025	WORKSITE ACADEMY	
<b>Registration Number:</b>	2687936	PACIFIC SOUTHWEST FINANCIAL	
<b>Registration Number:</b>	2620132	PSF	
<b>Registration Number:</b>	2645263	PSF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	513-562-1401		
<b>Email:</b>	trademarks@kmlaw.com		
<b>Correspondent Name:</b>	J. Michael Hurst		
<b>Address Line 1:</b>	1 East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	J. Michael Hurst		

OP \$140.00 5220822

<b>SIGNATURE:</b>	/j. michael hurst/
<b>DATE SIGNED:</b>	03/29/2018
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated effective as of March 9, 2018, by ACSIA Partners LLC, LTC Financial Partners, LLC, and Pacific Southwest Financial & Insurance Services, Inc., each with a mailing address of 6201 Presidential Ct, Fort Myers, FL 33919-3524 (the “Grantor”), in favor of Oak Street Funding LLC, a Delaware limited liability company with a mailing address of 8888 Keystone Crossing, Suite 1700, Indianapolis, IN 46240, and its successors and assigns (“Oak Street”).

### RECITALS

A. Grantor and Oak Street have entered into that certain Credit Agreement dated as of March 9, 2018, with the acknowledgement and agreement of the Corporate Guarantors and Personal Guarantors dated as of even date (as amended and in effect from time to time, the “Credit Agreements”), pursuant to which Oak Street, subject to the terms and conditions contained therein, is to extend credit to Grantor; and

B. Grantor executed and delivered to Oak Street an Security Agreement dated as of March 9, 2018 (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the “Collateral Agreement”) pursuant to which certain obligations of Grantor owed to Oak Street are secured.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Oak Street a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Collateral Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Oak Street a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark application and trademark registration, including, without limitation, each trademark, trademark application and trademark registration referred to in Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, 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 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Oak Street pursuant to the Collateral Agreement and subject to limitations set forth therein, and this Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of Oak Street in with the U.S. Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of Oak Street with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Collateral 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 Collateral Agreement.

*[Signatures on following pages]*

The 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.

DEBTOR:

ACSIA PARTNERS LLC

By: AUP Holdings LLC, its Sole Member and Managing Member

By:

  
Daniel G. Schmedlen, Jr., President and CEO

STATE OF Connecticut

COUNTY OF Fairfield

Before me, a Notary Public in and for said County and State, personally appeared Daniel G. Schmedlen, the President and CEO of AUP Holdings LLC, the Sole Member and Managing Manager of ACSIA Partners LLC, a Delaware limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 14th day of March, 2018.



Notary Public

Aneta Magiera

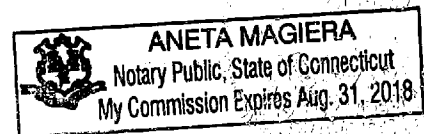
Notary Public (Printed)

My Commission Expires:

Aug. 31, 2018

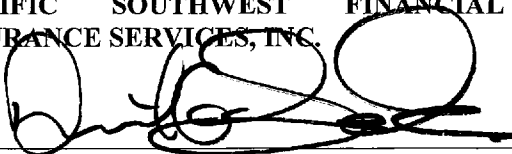
My County of Residence:

Fairfield County



The 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.


DEBTOR:  
PACIFIC SOUTHWEST FINANCIAL &  
INSURANCE SERVICES, INC.

By:   
Daniel G. Schmedlen, Jr., President and CEO

STATE OF Connecticut  
COUNTY OF Fairfield

Before me, a Notary Public in and for said County and State, personally appeared Daniel G. Schmedlen, Jr., the President and CEO of Pacific Southwest Financial & Insurance Services, Inc., a California corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of March, 2018.

  
Notary Public

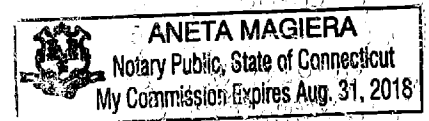
Aneta Magiera  
Notary Public (Printed)

My Commission Expires:

Aug. 31, 2018

My County of Residence:

Fairfield County



The 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.

DEBTOR:

LTC FINANCIAL PARTNERS, LLC

By: LTC Global, Inc., its Sole Member and Manager

By: [Signature]  
Daniel G. Schmedlen, Jr., President and CEO

STATE OF Connecticut

COUNTY OF Fairfield

Before me, a Notary Public in and for said County and State, personally appeared Daniel G. Schmedlen, the President and CEO of LTC Global, Inc., the Sole Member and Manager of LTC Financial Partners, LLC, a Washington limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of March, 2018.

[Signature]  
Notary Public

Aneta Magiera  
Notary Public (Printed)

My Commission Expires:

Aug. 31, 2018

My County of Residence:

Fairfield County

Accepted:

OAK STREET FUNDING LLC



By:

[Signature]  
Rick Dennen, President



**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations and Applications**

Serial #	Registration #	Mark	Owner
86827252	5220822		ACSIA Partners LLC
85280583	4133025	WORKSITE ACADEMY	LTC Financial Partners, LLC
76190554	2687936	PACIFIC SOUTHWEST FINANCIAL	Pacific Southwest Financial & Insurance Services, Inc.
76190553	2620132		Pacific Southwest Financial & Insurance Services, Inc.
76190555	2645263	PSF	Pacific Southwest Financial & Insurance Services, Inc.