

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USB Health, LLC		03/29/2018	Limited Liability Company: TEXAS
US Retirement Partners, Inc.		03/29/2018	Corporation: DELAWARE
Chimienti & Associates		03/29/2018	Corporation: CALIFORNIA
Retirement Plan Company, LLC		03/29/2018	Limited Liability Company: DELAWARE
Kades-Margolis Corporation		03/29/2018	Corporation: PENNSYLVANIA
Omni Financial Group Inc.		03/29/2018	Corporation: NEW YORK
Union Lifestyle Benefits, LLC		03/29/2018	Limited Liability Company: MARYLAND
US National Benefit Partners East Inc.		03/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3920		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2473302	UNITED SPECIALTY BENEFITS, INC.	
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	
TRADEMARK			

CH \$865.00 2473302

Property Type	Number	Word Mark
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
Registration Number:	4991666	EMPLOYEE BENEFITS IN A BOX
Registration Number:	4041883	SOLUTIONS PLUS + GAP
Registration Number:	3928418	EFFORTLESS IRA
Registration Number:	4877288	THE RETIREMENT PLAN COMPANY, LLC BUILDIN
Registration Number:	3452540	MONEY BY DESIGN
Registration Number:	3620023	MONEY BY DESIGN PLATINUM ADVISORY SERVIC
Registration Number:	2361311	
Registration Number:	4098268	
Registration Number:	2310866	OMNI
Registration Number:	4082701	OMNI
Registration Number:	3296033	THE OMNI GROUP
Registration Number:	4082702	LISTENS. LEADS. DELIVERS.
Registration Number:	4261820	403(B). WHY ME?
Registration Number:	4177170	403(B) - WHY ME?
Registration Number:	4211727	PREFERRED PROVIDER PROGRAM
Registration Number:	4524767	OMNI P3
Registration Number:	4380993	P3
Registration Number:	5346626	UNION LIFESTYLE BENEFITS
Serial Number:	86475348	UNION LIFESTYLE BENEFITS

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-5600

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	03/31/2018

Total Attachments: 9

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE PRIORITY OF THE LIENS AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 29, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND BARINGS FINANCE LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT WITH RESPECT TO THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN 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, CHIMIENTI & 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 Barings Finance LLC (“Barings”), 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).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien 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 KUSRП 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, KUSRП Acquisition, Inc., a Delaware corporation (“Holdings”), the other Persons party hereto that are designated as a “Credit Party”, Barings Finance LLC (in its individual capacity, “Barings”), as Agent for the several financial institutions from time to time party to this Agreement (collectively, the “Lenders” and individually each a “Lender”), and the Lenders, the Lenders 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 the Second Lien Guaranty and Security Agreement dated as 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 Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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 Second Lien 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,

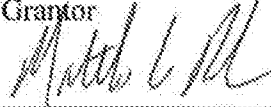
as a Grantor

By: 

Name: Matthew G. Riordan

Title: Chief Financial Officer

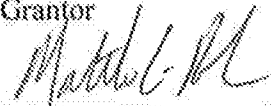
KADES-MARGOLIS CORPORATION,
as a Grantor

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:

BARINGS FINANCE LLC,
as Agent

By: 

Name:

Title:

Mark Hindson
Managing Director

[Signature Page to Second Lien Trademark Security Agreement]





TRADEMARK
REEL: 006313 FRAME: 0906

SCHEDULE I
TO
SECOND LIEN 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		U.S. RETIREMENT PARTNERS, INC.
3,957,645	5/10/2011	USPTO		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	 (Supplemental Registration)	U.S. RETIREMENT PARTNERS, INC.
4,959,219	5/17/2016	USPTO		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		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		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		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

