

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMG Suite Holdings, LLC (f/k/a Faulkner Media Group Holdings, LLC)		05/16/2018	Limited Liability Company: DELAWARE
Advisors Assistant Holdings, Inc.		05/16/2018	Corporation: DELAWARE
Advisor Launchpad, Inc. (f/k/a FVisions Acquisition Corp and Teqio Resources, Inc.)		05/16/2018	Corporation: NEVADA
FMG Suite, LLC (f/k/a/ Faulkner Media Group, LLC)		05/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3809732	AGENCY REVOLUTION	
Registration Number:	4555295	AMAZING MARKETING. SIMPLIFIED.	
Registration Number:	4104280	LIVE2SITE	
Registration Number:	4104257	VERSIMARK	
Registration Number:	4412062	THE ART OF DIGITAL MARKETING	
Serial Number:	87825341	FMG SUITE	
Serial Number:	75664712	ADVISORS ASSISTANT	
Serial Number:	86660023	ADVISOR LAUNCHPAD	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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>			

CH \$215.00 3809732

Phone: 202.739.3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-14-0708

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 05/30/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of May, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FMG SUITE HOLDINGS, LLC**, a Delaware limited liability company formerly known as Faulkner Media Group Holdings, LLC ("Parent"), **FMG SUITE, LLC**, a Delaware limited liability company formerly known as Faulkner Media Group, LLC ("FMG"), **ADVISORS ASSISTANT HOLDINGS, INC.**, a Delaware corporation ("Assistant"), and **ADVISOR LAUNCHPAD, INC.**, a Nevada corporation formerly known as FVisions Acquisition Corp. and Teqio Resources, Inc. ("Launchpad"; together with FMG, Assistant, and any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, each hereinafter referred to individually as a "Borrower" and collectively, jointly and severally as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not

defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new

trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

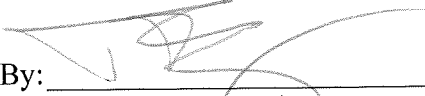
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


FMG SUITE, LLC,
a Delaware limited liability company formerly known
as Faulkner Media Group, LLC

By: 
Name: Taylor Beaupain
Title: Vice President

ADVISORS ASSISTANT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Taylor Beaupain
Title: Vice President

ADVISOR LAUNCHPAD, INC.,
a Nevada corporation formerly known as FVisions
Acquisition Corp. and Teqio Resources, Inc.

By: 
Name: Taylor Beaupain
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: David Brooks


Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006338 FRAME: 0309

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
FMG Suite, LLC	United States	AGENCY REVOLUTION	77/826,660 3,809,732	September 15, 2009 June 29, 2010
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	AMAZING MARKETING. SIMPLIFIED.	86/096,353 4,555,295	October 21, 2013 June 24, 2014
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States		85/222,953 4,104,280	January 21, 2011 February 28, 2012
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	VERSIMARK	85/220,910 4,104,257	January 19, 2011 February 28, 2012
FMG Suite, LLC (f/k/a Faulkner Media Group, LLC)	United States	THE ART OF DIGITAL MARKETING	85/680,848 4,412,062	July 18, 2012 October 1, 2013
FMG Suite, LLC	United States	FMG SUITE	87/825,341 N/A	March 8, 2018 N/A
Advisors Assistant Holdings, Inc.	United States	ADVISORS ASSISTANT	75/664,712 2,951,907	March 22, 1999 May 17, 2005
Advisors Assistant Holdings, Inc.	Canada	ADVISORS ASSISTANT	1570279 TMA855439	March 23, 2012 July 17, 2013
Advisor Launchpad, Inc.	United States	ADVISOR LAUNCHPAD	86/660,023 N/A	June 11, 2015 N/A

Trade Names

FMG Suite

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.