

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	9		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neishloss & Fleming, LLC		11/30/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as collateral agent		
Street Address:	280 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5233898	FOCUS SENIOR BENEFITS	
Registration Number:	5233899	FOCUS SENIOR BENEFITS, INC	
Registration Number:	4606470	READY-AGENT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0352		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	11/30/2018		
Total Attachments: 8			
source=Integrity - Second Lien Trademark Security Agreement Executed#page1.tif			

OP \$90.00 5233898

source=Integrity - Second Lien Trademark Security Agreement Executed#page2.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page3.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page4.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page5.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page6.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page7.tif
source=Integrity - Second Lien Trademark Security Agreement Executed#page8.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 30, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Integrity Marketing Acquisition, LLC, a Delaware limited liability company (the "Initial Borrower" and together with each Additional Borrower from time to time party thereto, collectively, the "Borrowers" and each, individually, a "Borrower"), Integrity Marketing Intermediate, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Borrowers, Holdings, each Subsidiary of a Borrower party thereto as a “Grantor”, Antares Capital LP, as Initial First Priority Representative (as defined therein), Antares Capital LP, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Trademark Security Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the

Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the provisions of the Intercreditor Agreement shall govern.

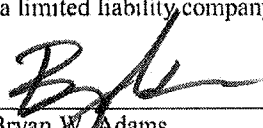
[Remainder of this page intentionally left blank]

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

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,
a Nevada limited liability company


LEGACY SAFEGUARD, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

GOLDENCARE USA, LLC,
a Delaware limited liability company

NEISHLOSS & FLEMING, LLC,
a Pennsylvania limited liability company

WPM, LLC,
a Arizona limited liability company

By: 
Name: Bryan W. Adams
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

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

PLEDGORS:

INTEGRITY MARKETING GROUP NEVADA, LLC,
a Nevada limited liability company

By: 
Name: Bryan W. Adams
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

Danielle Attaie

By: _____

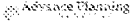

Name: Danielle Attaie

Title: Its Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Advance Planning Services, LLC	ADVANCE PLANNING SERVICES and Design 	3202610
Integrity Marketing Group Nevada, LLC ¹	INTEGRITY MARKETING GROUP	5140654
Integrity Marketing Group Nevada, LLC ²	INTEGRITY MARKETING PARTNERS	5302663
Legacy Safeguard, LLC	LEGACY SAFEGUARD	5133052
Neishloss & Fleming, Inc.	FOCUS SENIOR BENEFITS	5233898
Neishloss & Fleming, Inc.	FOCUS SENIOR BENEFITS, INC. and Design 	5233899
Neishloss & Fleming, Inc.	READY-AGENT	4606470
Goldencare USA, Inc.	GOLDENCARE	5616588

United States State Trademark Registrations:

RECORD OWNER	US STATE	MARK	REGISTRATION NUMBER
Neishloss & Fleming, Inc.	Ohio	FOCUS SENIOR BENEFITS	4083207

¹ The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5140654 has been filed with the USPTO and is pending.

² The Change of Name from Integrity Marketing Group, LLC in favor of Integrity Marketing Group Nevada, LLC against U.S. trademark registration no. 5302663 has been filed with the USPTO and is pending.

Neishloss & Fleming, Inc.	North Dakota	FOCUS SENIOR BENEFITS	44232300
Neishloss & Fleming, Inc.	Louisiana	FOCUS SENIOR BENEFITS, INC.	687625
WPM, LLC	Arizona	WESTERN PENN MARKETING WRITING QUALITY PRODUCTS	59340
WPM, LLC	Arizona	WESTERN PENN MARKETING WRITING QUALITY PRODUCTS	59341
WPM, LLC	Arizona	“WRITING QUALITY PRODUCTS”	59339
WPM, LLC	Arizona	WESTERN PENN MARKETING	623830

United States Trademark Applications:

None.