

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516977

<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>
PMA Financial Network, LLC		04/02/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	211 Perimeter Center Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3645042	PRUDENT MAN ADVISORS	
<b>Registration Number:</b>	4917576	PMA FUNDING	
<b>Registration Number:</b>	3999694	INTEGRITY.COMMITMENT.PERFORMANCE.	
<b>Registration Number:</b>	4033713	PMA	
<b>Registration Number:</b>	3939513	PMA FUNDING	
<b>Registration Number:</b>	3516549	PMA	
<b>Registration Number:</b>	3628929	PMA FINANCIAL PLANNING PROGRAM	
<b>Registration Number:</b>	3628930	PMA FINANCIAL NETWORK	
<b>Registration Number:</b>	3505353	PMA PUBLIC FINANCE SPECIALISTS	
<b>Registration Number:</b>	3884450	ENGLISH CONCEPTS	
<b>Registration Number:</b>	3628923	PMA SECURITIES	
<b>Registration Number:</b>	3524257	PUBLIC FUND SPECIALISTS	
<b>Registration Number:</b>	3723873	PMA FPP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			

OP \$340.00 3645042

**Phone:** 404-572-3428  
**Email:** tkirillova@kslaw.com  
**Correspondent Name:** Tatyana Kirillova  
**Address Line 1:** 1180 Peachtree Street, N.E.  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Tatyana Kirillova
<b>SIGNATURE:</b>	//Tatyana Kirillova//
<b>DATE SIGNED:</b>	04/02/2019

**Total Attachments: 5**  
source=Trademark Security Agreement Executed#page1.tif  
source=Trademark Security Agreement Executed#page2.tif  
source=Trademark Security Agreement Executed#page3.tif  
source=Trademark Security Agreement Executed#page4.tif  
source=Trademark Security Agreement Executed#page5.tif

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2019 (this “Security Agreement”), is made by PMA FINANCIAL NETWORK, LLC, an Illinois limited liability company (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, PMA ACQUISITION, LLC, a Delaware limited liability company (“PMA Acquisition” or before the consummation of the Closing Date Acquisition, the “Initial Borrower”), PRUDENT MAN ADVISORS, LLC, an Illinois limited liability company (“Advisors” and immediately after the consummation of the Closing Date Acquisition, together with PMA Acquisition and the Grantor, collectively, jointly and severally, the “Borrowers” and each a “Borrower”), PMA INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (the “Parent”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of April 2, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Parent, the Grantor and certain of the Parent’s Subsidiaries have entered into the Guaranty and Security Agreement, dated as of April 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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**. The 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 of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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 Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**     **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**     **Counterparts, Governing Law.** Sections 10.7 and 10.11(a) of the Guaranty and Security Agreement are hereby incorporated herein, *mutatis mutandis*, as if fully reinstated herein.

[Signature pages follow.]

IN WITNESS WHEREOF, the 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.

PMA FINANCIAL NETWORK, LLC

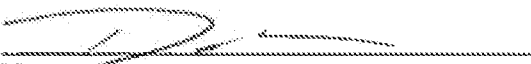
By:   
Name: James O. Davis  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**



**SUNTRUST BANK, as Administrative Agent**

By:   
Name: *D. J. Farnham*  
Title: *Managing Director*

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
PRUDENT MAN ADVISORS	3645042	6/23/2009
PMA FUNDING & design 	4917576	3/15/2016
INTEGRITY.COMMITMENT.PERFORMANCE.	3999694	7/19/2011
PMA & design 	4033713	10/4/2011
PMA FUNDING	3939513	4/5/2011
PMA	3516549	10/14/2008
PMA FINANCIAL PLANNING PROGRAM	3628929	5/26/2009
PMA FINANCIAL NETWORK	3628930	5/26/2009
PMA PUBLIC FINANCE SPECIALISTS	3505353	9/23/2008
ENGLISH CONCEPTS	3884450	11/30/2010
PMA SECURITIES	3628923	5/26/2009
PUBLIC FUND SPECIALISTS	3524257	10/28/2008
PMA FPP	3723873	12/8/2009

**II. TRADEMARK APPLICATIONS**

None.