

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Former Collateral Agent		04/03/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Successor Agent		
Street Address:	600 Lexington Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3202610	ADVANCE PLANNING SERVICES	
Registration Number:	5140654	INTEGRITY MARKETING GROUP	
Registration Number:	5302663	INTEGRITY MARKETING PARTNERS	
Registration Number:	5133052	LEGACY SAFEGUARD	
Registration Number:	5233898	FOCUS SENIOR BENEFITS	
Registration Number:	5233899	FOCUS SENIOR BENEFITS, INC	
Registration Number:	4606470	READY-AGENT	
Registration Number:	5616588	GOLDENCARE	
CORRESPONDENCE DATA			
Fax Number:	2136231673		
<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:	213-426-2619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 S. Figueroa St., 41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	123442.282773		
NAME OF SUBMITTER:	Amy Arnelle		

OP \$215.00 3202610

SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	04/04/2019
Total Attachments: 8 source=Integrity#page1.tif source=Integrity#page2.tif source=Integrity#page3.tif source=Integrity#page4.tif source=Integrity#page5.tif source=Integrity#page6.tif source=Integrity#page7.tif source=Integrity#page8.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this "Assignment"), dated as of April 3, 2019, is by ANTARES CAPITAL LP., a Delaware limited partnership ("Antares"), acting in its capacity as the transferring collateral agent (in such capacity, the "Former Collateral Agent") and ICG DEBT ADMINISTRATION LLC, a Delaware limited liability company ("ICG"), acting in its capacity as the successor collateral agent (in such capacity, the "New Collateral Agent").

RECITALS:

WHEREAS, each of ADVANCE PLANNING SERVICES, LLC, a Nevada limited liability company; LEGACY SAFEGUARD, LLC, a Nevada limited liability company; GOLDENCARE USA, LLC, a Delaware limited liability company; NEISHLOSS & FLEMING, LLC, a Pennsylvania limited liability company; WPM, LLC, an Arizona limited liability company; and INTEGRITY MARKETING GROUP NEVADA, LLC, a Nevada limited liability company as "Pledgors", and the Former Collateral Agent are parties to that certain Second Lien Trademark Security Agreement, dated as of November 30, 2018 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Trademark Security Agreement), pursuant to which the Pledgors granted to the Former Collateral Agent a security interest in all of its right, title and interest in, to and under certain Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks and applications for Trademark registration set forth on Exhibit A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 30, 2018, at the following Reel/Frame numbers: 006491/0960; 006492/0001; 006541/0954; 006492/0015; and 006491/0978; and

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of April 3, 2019 (the "Transfer Agreement"), by and among the Former Collateral Agent, the New Collateral Agent, and the other parties thereto, among other things, the New Collateral Agent has succeeded to and become vested with all the rights, powers, privileges, discretions, immunities and duties of the Former Collateral Agent in its capacity as "Collateral Agent" under the Loan Documents, including, without limitation, the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Former Collateral Agent hereby assigns and transfers (without representation, warranty, or recourse of any kind (either express or implied)) to the New Collateral Agent and its successors and assigns, all of its security interests, Liens and other rights, titles and interests in and to the Trademark Security Agreement and the Trademark Collateral), including, without limitation, the Trademarks and applications for Trademark registration set forth on Exhibit A attached hereto.

Each Pledgor hereby (i) acknowledges and affirms the transfer of the Assigned Security Interests (as defined in the Transfer Agreement) in accordance with the terms and provisions of the Transfer Agreement, including, for the avoidance of doubt, the assignment and transfer contemplated hereby, and (ii) acknowledges, affirms and agrees that the security interest granted to the Former Collateral Agent and transferred, in accordance with the terms and provisions of the Transfer Agreement, to the New Collateral Agent, continues in full force and effect in favor of the New Collateral Agent for its own benefit and for the ratable benefit of all other Secured Parties.

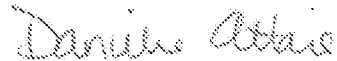
Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Assignment. This Assignment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Assignment by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart of this Assignment.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the Former Collateral Agent and the New Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

FORMER COLLATERAL AGENT:

ANTARES CAPITAL LP, as Former
Collateral Agent



By: _____

Name: Danielle Attaie

Title: Duly Authorized Signatory

NEW COLLATERAL AGENT:

**ICG DEBT ADMINISTRATION LLC, as
Successor Agent**

By: 
Name: Brian Spengler
Title: Authorized Person

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,

a Nevada limited liability company

By: Premier Planning, LLC, its Sole Member and Manager

By: _____

Name: Steven Sigrist

Title: Vice President

INTEGRITY MARKETING GROUP NEVADA, 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:  _____

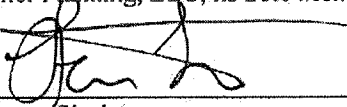
Name: Bryan W. Adams

Title: Chief Executive Officer

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

PLEDGORS:

ADVANCE PLANNING SERVICES, LLC,
a Nevada limited liability company
By: Premier Planning, LLC, its Sole Member and Manager

By: 
Name: Steven Sigrist
Title: Vice President

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

By: _____
Name: Bryan W. Adams
Title: President

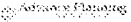

GOLDENCARE USA, LLC,
a Delaware limited liability company
NEISHLOSS & FLEMING, LLC,
a Pennsylvania limited liability company
WPM, LLC,
a Arizona limited liability company

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

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

EXHIBIT A

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Advance Planning Services, LLC	ADVANCE PLANNING SERVICES and Design 	3202610
Integrity Marketing Group Nevada, LLC	INTEGRITY MARKETING GROUP	5140654
Integrity Marketing Group Nevada, LLC	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 and Trade Name Registrations:

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

RECORD OWNER	US STATE	MARK	REGISTRATION NUMBER
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.