

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The IMA Financial Group, Inc.		07/30/2019	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A.		
Street Address:	111 West Monroe Street, 5C		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86153081	CORNERSTONE RISK SOLUTIONS	
Serial Number:	86153132	SIGNATURE SELECT	
Serial Number:	85468016	ARBOR MAX	
Serial Number:	85905643	G A S	
Serial Number:	87606982	IMA	
Serial Number:	86871638	IMA GROUND BREAKER	
Serial Number:	86889500	EYDENT	
Serial Number:	86153118	TOWERSTONE	
Serial Number:	88460918	PRIO	
Serial Number:	86639807	IMA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$265.00 86153081

ATTORNEY DOCKET NUMBER:	19622110
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	07/31/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by The IMA Financial Group, Inc. ("Grantor") in favor of BMO HARRIS BANK, N.A., as administrative agent (in such capacity, "Administrative Agent"), for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule A annexed hereto;

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 Grantor, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of Grantor and the Guarantors; and

WHEREAS, pursuant to the Credit Agreement, Grantor and the Guarantors entered into that certain Security Agreement, dated as of July 30, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor and the Guarantors granted to the Administrative Agent, as Administrative Agent for the secured parties referred to therein, a continuing security interest in, among other Collateral, certain Trademarks of Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate Governmental Authorities;

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

Section 1. Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Administrative Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following,

whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule A hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as Grantor begins to use such Trademarks and a statement or declaration of use has been accepted by the USPTO);
- b) all reissues, continuations or extensions of any of the foregoing;
- c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- d) all income, royalties and proceeds 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 claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof of any trademark or trademark application listed on Schedule A hereto, or injury to the goodwill associated with any of the foregoing.

Section 3. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark applications subject to a security interest hereunder.

Section 4. Binding Effect. This Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Administrative Agent and its successors and assigns.

Section 5. Governing Law. This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 6. Counterparts. This 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 any executed counterpart of a signature page of this

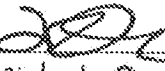
Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

THE IMA FINANCIAL GROUP, INC.


By: 
Name: *Lubee Shroter*
Title: *Authorized Signatory*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006707 FRAME: 0833

ACKNOWLEDGED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent




By: 
Name: PAUL BOWRIA
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006707 FRAME: 0834

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

OWNER	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	MARK
The IMA Financial Group, Inc.	86/153081	December 27, 2013	4612778	September 30, 2014	CORNERSTONE RISK SOLUTIONS
The IMA Financial Group, Inc.	86/153132	December 27, 2013	4608737	September 23, 2014	SIGNATURE SELECT
The IMA Financial Group, Inc.	85/468016	November 9, 2011	4171126	July 10, 2012	Arbor MAX
The IMA Financial Group, Inc.	85/905643	April 16, 2013	4443391	December 3, 2013	GAS LOGO 
The IMA Financial Group, Inc.	87/606982	September 13, 2017			IMA LOGO 
The IMA Financial Group, Inc.	86/871638	January 11, 2016	5601668	November 6, 2018	IMA GROUND BREAKER
The IMA Financial Group, Inc.	86/889500	January 28, 2016	5022592	August 16, 2016	EYDENT
The IMA Financial Group, Inc.	86/153118	December 27, 2013	4575524	July 29, 2014	TOWERSTONE
The IMA Financial Group, Inc.	88/460918	June 5, 2019			PRIO
The IMA Financial Group, Inc.	86/639807	May 22, 2015	4880598	January 5, 2016	IMA SHIELD LOGO 

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