

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Trademark Security Agreement recorded at R/F 6430/0379		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC, as Retiring Agent		08/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC, as Successor Agent		
Street Address:	330 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4444762	ALEGEUS	
Registration Number:	4426468	ALEGEUS	
Registration Number:	4448672	ALEGEUS TECHNOLOGIES	
Registration Number:	4433592	ALEGEUS TECHNOLOGIES	
Registration Number:	4968468	WEALTHCARE	
Serial Number:	87719104	EMMA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	047049-0026		

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NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/13/2019
Total Attachments: 4 source=Alegeus Notice of Agent Assignment of Security Interest in Trademarks Executed#page1.tif source=Alegeus Notice of Agent Assignment of Security Interest in Trademarks Executed#page2.tif source=Alegeus Notice of Agent Assignment of Security Interest in Trademarks Executed#page3.tif source=Alegeus Notice of Agent Assignment of Security Interest in Trademarks Executed#page4.tif	

NOTICE OF ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

Reference is made to (i) that certain Credit Agreement dated as of September 5, 2018, by and among Alegeus Technologies Holdings Corp., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), Guggenheim Corporate Funding, LLC (“GCF”) as the existing Administrative Agent (in such capacity, “Administrative Agent”), and as Collateral Agent, (in such capacity, “Collateral Agent”), and each of the other parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) that certain Security Agreement dated as of September 5, 2018 among the Borrower, the other grantors party thereto and the Collateral Agent (as may have been and may be further amended, supplemented or otherwise modified from time to time, the “Security Agreement”); and (iii) that certain Trademark Security Agreement dated as of September 5, 2018 by Alegeus Technologies, LLC (“Pledgor”) in favor of the Collateral Agent (the “Trademark Security Agreement”). Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement or, if not defined therein, shall have the meanings ascribed thereto in the applicable Loan Document.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a first priority lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral, in each case excluding Excluded Property: (a) all Trademarks, including without limitation, the United States registered Trademarks and applications for Trademark registration listed on Schedule A 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, (iv) income, fees, royalties, damages, claims and payments then or thereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof or unfair competition therewith, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith, and (vi) rights, priorities and privileges corresponding thereto throughout the world; and (b) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on September 6, 2018 at Reel 6430 Frame 0379;

WHEREAS, GCF, as resigning Administrative Agent and as resigning Collateral Agent (the “Retiring Agent”), GUGGENHEIM CREDIT SERVICES LLC (“GCS”), as successor Administrative Agent and as successor Collateral Agent (the “Successor Agent”), the Borrower, and the Lenders party thereto are parties to that certain Agent Resignation and Substitution Agreement, dated as of August 9, 2019 (the “Agent Substitution Agreement”), pursuant to which (i) GCF, resigned as Administrative Agent and as Collateral Agent under the Credit Agreement and each of the other Loan Documents, (ii) the Lenders appointed GCS as the successor Administrative Agent and as the successor Collateral Agent under the Credit Agreement and the other Loan Documents, and (iii) the Borrower consented to such appointment and GCS accepted such appointment; and

WHEREAS, the Retiring Agent and the Successor Agent have agreed to execute this Notice of Assignment of Trademark Security Agreement (this “Notice”) to evidence the assignment of the Retiring Agent’s rights, powers, privileges and duties under the Trademark Security Agreement for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Retiring Agent and the Successor Agent hereby agrees as follows:

The effective date of this Notice shall be August 9, 2019 (the “Effective Date”).

Pursuant to the Agent Substitution Agreement, as of the Effective Date, the Retiring Agent assigned to the Successor Agent, and the Successor Agent assumed, all the rights, powers, privileges and duties of the Retiring Agent under the Trademark Security Agreement, including, in the Retiring Agent’s capacity as Collateral Agent in which the Retiring Agent was granted liens on the Trademark Collateral .

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Security Agreement to “Collateral Agent” shall mean and be a reference to GCS, in its capacity as Successor Agent, (b) GCS becomes vested with all of the rights, powers, privileges, and duties of the Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement, and (c) GCF is discharged from its rights, powers, privileges, and duties as Collateral Agent under the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agent Substitution Agreement.

This Notice is to provide notice of the assignment of the Trademark Security Agreement effected pursuant to the Agent Substitution Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agent Substitution Agreement.


Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Retiring Agent under the Trademark Security Agreement.

This Notice may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.


[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

**GUGGENHEIM CORPORATE FUNDING,
LLC, as Retiring Agent**

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

**GUGGENHEIM CREDIT SERVICES, LLC, as
Successor Agent**

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

[Signature Page to Notice of Assignment of Trademark Security Agreement]

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Alegeus Technologies, LLC	ALEGEUS	4444762	12/3/2013
Alegeus Technologies, LLC	ALEGEUS	4426468	10/29/2013
Alegeus Technologies, LLC	ALEGEUS TECHNOLOGIES	4448672	12/10/2013
Alegeus Technologies, LLC	ALEGEUS TECHNOLOGIES	4433592	11/12/2013
Alegeus Technologies, LLC	WEALTHCARE	4968468	5/31/2016

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE
Alegeus Technologies, LLC	EMMA	87/719104	12/13/2017
Alegeus Technologies, LLC	GIVE US TWO MINUTES OF YOUR TIME, WE WILL GIVE YOU A LIFETIME OF SAVINGS	86/512404 ITU	1/23/2015
Alegeus Technologies, LLC	WEALTHCARE SAVER	88/044489 ITU	7/19/2018