

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrimeOne Insurance Company		07/17/2019	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Oak Street Funding LLC		
Street Address:	8888 Keystone Crossing		
Internal Address:	Suite 1700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86004328	PRIMEONE	
Serial Number:	86004210	PRIMEONE	
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:	317-238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square, Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	08/16/2019		
Total Attachments: 3			
source=TM Security Agreement#page1.tif			
source=TM Security Agreement#page2.tif			
source=TM Security Agreement#page3.tif			

OP \$65.00 86004328

TRADEMARK SECURITY AGREEMENT

17, 2019, by PrimeOne Insurance Company, with a mailing address of 70899 Appraisal (the "Grantor"), in favor of Oak Street Funding LLC, an Indiana limited liability company with a mailing address of 8888 Keystone Crossing, Suite 1700, Indianapolis, IN 46240, and its successors and assigns (the "Oak Street"). *Appraisal CA 91307*

RECITALS

A. Grantor entered into a Credit Agreement dated as of July 17, 2019 (as amended and in effect from time to time, the "Credit Agreement") with the Oak Street, pursuant to which the Oak Street, subject to the terms and conditions contained therein, has made or is to make loans or otherwise to extend credit to the Borrower.

17 B. Grantor executed and delivered to the Oak Street a Security Agreement dated as of July 2019 (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") pursuant to which certain obligations of Grantor owed to Oak Street are secured.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Oak Street a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Collateral Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Oak Street a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark application and trademark registration, including, without limitation, each trademark, trademark application and trademark registration referred to in Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Oak Street pursuant to the Collateral Agreement and subject to limitations set forth therein, and this Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Oak Street in with the U.S. Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of the Oak Street with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Serial #	Registration #	Mark	Owner
	86-004328	PRIMEONE	
	86-004210	PRIMEONE 	