

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMA FINANCIAL NETWORK, LLC		10/22/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	245 Peachtree Center Ave., NE, 17th Floor		
Internal Address:	Mail Code: GA-ATLANTA-3707		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Georgia banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5866200	IPRIME	
Registration Number:	5838302	IPRIME	
Registration Number:	5759669	ILLINOIS PUBLIC RESERVES INVESTMENT MANA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4045723493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street NE, Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515136		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	10/22/2019		
Total Attachments: 5			

CH \$90.00 5866200

source=Prudent Man - Trademark Security Agreement (Supplemental) (Executed)#page1.tif
source=Prudent Man - Trademark Security Agreement (Supplemental) (Executed)#page2.tif
source=Prudent Man - Trademark Security Agreement (Supplemental) (Executed)#page3.tif
source=Prudent Man - Trademark Security Agreement (Supplemental) (Executed)#page4.tif
source=Prudent Man - Trademark Security Agreement (Supplemental) (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 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”), PRUDENT MAN ADVISORS, LLC, an Illinois limited liability company (“Advisors” and, together with Grantor and PMA Acquisition, 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 page follows.]

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.

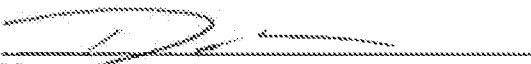
PMA FINANCIAL NETWORK, LLC

By: 
Name: James Davis
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:




SUNTRUST BANK, as Administrative Agent

By: 
Name: *Nancy D. Smith*
Title: *Nancy D. Smith*

{Signature Page to Trademark Security Agreement}

Trademarks

I. TRADEMARKS

Mark	Registration Number	Registration Date
	5866200	September 24, 2019
	5838302	August 20, 2019
	5759669	May 21, 2019

II. TRADEMARK APPLICATIONS

None.