

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AD PRACTITIONERS, LLC		10/18/2019	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.,		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5820883	DECISIONS MADE EASY	
Registration Number:	5862915	CONSUMERSADVOCATE.ORG	
Registration Number:	4522088	MONEY	
Registration Number:	1001798	MONEY	
Registration Number:	3060419	MONEY	
Registration Number:	3555474	MONEY	
Registration Number:	2722926	MONEY	
Registration Number:	5370169	MONEY	
Serial Number:	88111950	CONSUMERSADVOCATE	
Serial Number:	88134018	INSURANCE BLOG BY CHRIS	
Serial Number:	88227680	RETIRE WITH MONEY	
Serial Number:	88152586	PET INSURANCE U	
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:	212-728-8000		
Email:	ipdept@willkie.com		
TRADEMARK			

CH \$315.00 5820883

Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125180/5 SS

NAME OF SUBMITTER: Spencer Simon

SIGNATURE: /Spencer Simon/

DATE SIGNED: 10/25/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of October 18, 2019, between AD PRACTITIONERS, LLC, a Puerto Rico limited liability company (the "Borrower"), each subsidiary of the Borrower party hereto (together with the Borrower, each a "Grantor", and collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A., in its capacity as the Lender (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of October 18, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Borrower, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Lender and (b) the Credit Agreement dated as of October 18, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other parties from time to time party thereto and JPMorgan Chase Bank, N.A., as the lender (the "Lender").

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender, its successors and its assigns, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof

(except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first written above.

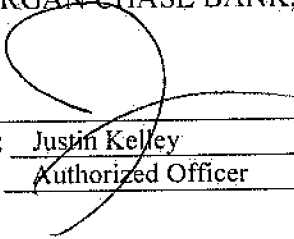
AD PRACTITIONERS, LLC, as a Grantor

By: 
Name: Gregory C. Powell
Title: Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006780 FRAME: 0583

JPMORGAN CHASE BANK, N.A., as the Lender

By: 
Name: Justin Kelley
Title: Authorized Officer

[Signature Page to the Trademark Security Agreement]

SCHEDULE I

Trademark Applications and Registrations

Registered Trademarks:

Trademarks	Registration No.	Country
DECISIONS MADE EASY	5820883	United States of America
CONSUMERSADVOCATE.ORG (logo)	5862915	United States of America
MONEY	122.425	Austria
MONEY	315994	Benelux
MONEY	BAZR96538	Bosnia & Herzegovina
MONEY	18410	Bulgaria
MONEY	223,483	Canada
MONEY	175,375	China
MONEY	Z931416N	Croatia
MONEY	3646/1975	Denmark
MONEY	66984	Finland
MONEY	1223821	France
MONEY	IDM000088513	Indonesia
MONEY	666276	Italy
MONEY	35400	Kosovo
MONEY	04312	Macedonia
MONEY	287984	Mexico
MONEY	90438	Norway
MONEY	67.402	Poland
MONEY	238595N	Portugal
MONEY	145009	Republic of Korea (South)
MONEY	16564	Romania
MONEY	35400	Serbia
MONEY	9470808	Slovenia
MONEY	1529563	Spain
MONEY	143658	Sweden
MONEY	273519	Switzerland
MONEY	4522088	United States of America
MONEY	1001798	United States of America
MONEY	3060419	United States of America
MONEY	3555474	United States of America
MONEY	35400	Yugoslavia
MONEY (Copyright/Reserva)	04-2016-020411321900	Mexico
MONEY LOGO	129772	Hungary
MONEY LOGO (REVISED)	2722926	United States of America
MONEY	5370169	United States of America

Pending Trademark Applications:

Trademark	Country	Application No.
CONSUMERSADVOCATE	United States of America	88111950
INSURANCE BLOG BY CHRIS	United States of America	88134018
PET INSURANCE U	United States of America	88152586
MONEY	Hong Kong	301060703
RETIRE WITH MONEY	United States of America	88227680