

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM566277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pre-Paid Legal Services, Inc.		05/01/2018	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	200 Vesey Street		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4628368	SIMPLY LEGAL	
Registration Number:	5335343	LAUNCH BY LEGALSHIELD	
Registration Number:	5335345	LAUNCH BY LEGALSHIELD	
Registration Number:	5335344	LAUNCH BY LEGALSHIELD	
Registration Number:	5325438	ID THEFT DEFENSE	
Registration Number:	4999041	IDSHIELD	
Registration Number:	4715194	SUCCEED CRM	
Registration Number:	4965193	LEGALSHIELD BUSINESS SOLUTIONS	
Registration Number:	5329944	LEGALSHIELD ADVANTAGE	
Registration Number:	4533562	SHAKE	
Registration Number:	4533563	S	
Registration Number:	4397449	PW PLATINUM WORLD	
Registration Number:	4335637	TOTAL ACCESS. TOTAL FREEDOM.	
Registration Number:	4325139	LEGALSHIELD	
Registration Number:	4354563	LEGALSHIELD	
Registration Number:	4302873	LEGALSHIELD	
Registration Number:	2918346	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL	
Serial Number:	87619326	L LEGALSHIELD	

CH \$540.00 4628368

Property Type	Number	Word Mark
Serial Number:	87619329	I IDSHIELD
Serial Number:	87619321	L LEGALSHIELD
Registration Number:	4397448	PLATINUM WORLD

CORRESPONDENCE DATA

Fax Number: 7138215602

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.

Phone: 7138215653

Email: jnull@stblaw.com

Correspondent Name: Brandan Still

Address Line 1: 600 Travis Street

Address Line 2: Suite 5400

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	080599/0134
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	03/10/2020

Total Attachments: 6

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page1.tif

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page2.tif

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page3.tif

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page4.tif

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page5.tif

source=(25794165)_ (1)_LS - Second Lien Trademark Security Agreement [Executed]#page6.tif

SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 1, 2018, is made by Pre-Paid Legal Services, Inc., an Oklahoma corporation with an address at One Pre-Paid Way, Ada, Oklahoma 74820 ("Grantor"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of May 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Trident LS Merger Sub Corporation, a Delaware corporation ("Merger Sub"), as the initial borrower under the Credit Agreement, whose rights and obligations therein will be assigned to and assumed by Grantor (and after giving effect to the Merger and Debt Pushdown, the "Borrower"), immediately following the consummation of the Merger and Debt Pushdown, the Lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of May 1, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a Lien on and Security Interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

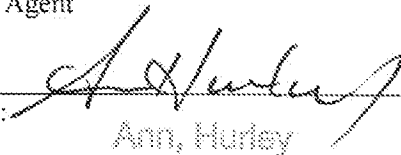
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRE-PAID LEGAL SERVICES, INC.,
as the Grantor

By: 
Name: Steve Williamson
Title: Chief Financial Officer

Signature Page to Grant of Security Interest in Trademark Rights (Second Lien)

ROYAL BANK OF CANADA,
as the Agent

By: 
Name: _____
Title: Ann, Hurley
Manager, Agency

[Signature Page for Grant of Security Interest in Trademark Rights (Second Lien)]

TRADEMARK

REEL: 006887 FRAME: 0722

SCHEDULE A**U.S. Trademark Registrations and Applications**

No.	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
1.	SIMPLY LEGAL	PRE-PAID LEGAL SERVICES, INC.	86222302	15-Mar-14	4628368	28-Oct-14
2.	LAUNCH BY LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	87425035	25-Apr-17	5335343	14-Nov-17
3.	LAUNCH BY LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	87425049	25-Apr-17	5335345	14-Nov-17
4.	LAUNCH BY LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	87425044	25-Apr-17	5335344	14-Nov-17
5.	ID THEFT DEFENSE	PRE-PAID LEGAL SERVICES, INC.	87193937	5-Oct-16	5325438	31-Oct-17
6.	ID SHIELD	PRE-PAID LEGAL SERVICES, INC.	86444380	4-Nov-14	4999041	12-Jul-16
7.	SUCCEED CRM	PRE-PAID LEGAL SERVICES, INC.	86324746	30-Jun-14	4715194	7-Apr-15
8.	LEGAL SHIELD BUSINESS SOLUTIONS	PRE-PAID LEGAL SERVICES, INC.	86319215	24-Jun-14	4965193	24-May-16
9.	LEGAL SHIELD ADVANTAGE	PRE-PAID LEGAL SERVICES, INC.	86195685	17-Feb-14	5329944	7-Nov-17
10.	SHAKE	PRE-PAID LEGAL SERVICES, INC.	86088401	10-Oct-13	4533562	20-May-14
11.	S	PRE-PAID LEGAL SERVICES, INC.	86088404	10-Oct-13	4533563	20-May-14
12.	L LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	87619326	22-Sep-17	N/A	N/A
13.	I ID SHIELD	PRE-PAID LEGAL SERVICES, INC.	87619329	22-Sep-17	N/A	N/A
14.	L LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	87619321	22-Sep-17	N/A	N/A
15.	PLATINUM WORLD	PRE-PAID LEGAL SERVICES, INC.	85660108	25-Jun-12	4397448	3-Sep-13
16.	PW PLATINUM WORLD	PRE-PAID LEGAL SERVICES, INC.	85660110	25-Jun-12	4397449	3-Sep-13

No.	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
17.	TOTAL ACCESS. TOTAL FREEDOM.	PRE-PAID LEGAL SERVICES, INC.	85418553	9-Sep-11	4335637	14-May-13
18.	LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	85395208	11-Aug-11	4325139	23-Apr-13
19.	LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	85384905	29-Jul-11	4354563	18-Jun-13
20.	LEGAL SHIELD	PRE-PAID LEGAL SERVICES, INC.	85975819	29-Jul-11	4302873	12-Mar-13
21.	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL"	PRE-PAID LEGAL SERVICES, INC.	76417737	4-Jun-02	2918346	18-Jan-05