

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmeriLife Financial Advisors LLC		03/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5558716	AMERILYZER	
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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0966		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/18/2020		
Total Attachments: 8			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of March 18, 2020 (this “**Agreement**”), among the signatories hereto (each, a “**Grantor**” and collectively the “**Grantors**”) and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Pledge and Security Agreement dated as of March 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Accelerate Buyer, LLC, a Delaware limited liability company (“**Holdings**”), Accelerate Merger Sub, LLC, a Delaware limited liability company (“**Merger Sub**”), which shall be merged with and into, AmeriLife Holdings LLC, a Delaware limited liability company (the “**Company**” and after giving effect to the Merger (as defined therein), the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the Second Lien Credit Agreement dated as of March 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Holdings, Merger Sub, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders 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 pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 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 its Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral

Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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 AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AMERILIFE GROUP, LLC

AL MARKETING, LLC

INTELLIQUOTE INSURANCE SERVICES, LLC


RAWLINGS INSURANCE SERVICES, LLC

SOUTHWEST ANNUITIES MARKETING, LLC

By: 
Name: James Quinn
Title: Chief Financial Officer

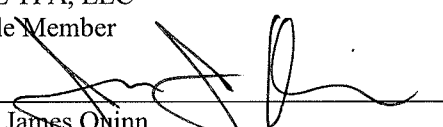
AMERILIFE FINANCIAL ADVISORS LLC

By: AL AmeriLife Investment Management, LLC
Its: Sole Member

By: 
Name: James Quinn
Title: Chief Financial Officer

AGENT SOLUTIONS, LLC

By: AL TPA, LLC
Its: Sole Member

By: 
Name: James Quinn
Title: Chief Financial Officer

GOLDMAN SACHS BANK USA
as Collateral Agent,

By:  _____

Name:

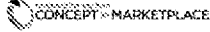

Title: Rob Ehudin
Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

I. Trademarks owned by AmeriLife Group, LLC:


Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ABA	5114843	03-Jan-2017	AmeriLife Group, LLC
AGENT BENEFIT ASSOCIATION	4729349	28-Apr-2015	AmeriLife Group, LLC
AGENT UNIVERSITY	4973523	07-Jun-2016	AmeriLife Group, LLC
AGENT XCELERATOR	5367223	02-Jan-2018	AmeriLife Group, LLC
AGENT XCELERATOR and Design 	5377572	16-Jan-2018	AmeriLife Group, LLC
AMERILIFE	4348873	11-Jun-2013	AmeriLife Group, LLC
AMERILIFE	3751936	23-Feb-2010	AmeriLife Group, LLC
AMERILIFE	3707470	10-Nov-2009	AmeriLife Group, LLC
AMERILIFE (Stylized) AMERILIFE	4337582	21-May-2013	AmeriLife Group, LLC
AMERILIFE (Stylized) AMERILIFE	4416853	21-May-2013	AmeriLife Group, LLC
AMERILIFE (Stylized) AmeriLife	2749943	12-Aug-2003	AmeriLife Group, LLC
AU AGENT UNIVERSITY and Design 	4973533	07-Jun-2016	AmeriLife Group, LLC
INSURANCE MARKETING FOR AGENTS! WE'RE NOT JUST ANY INSURANCE MARKETING COMPANY. WE'RE YOUR INSURANCE MARKETING COMPANY!	4998737	12-Jul-2016	AmeriLife Group, LLC
LIFE DOESN'T WAIT, WHY SHOULD YOU?	5114842	03-Jan-2017	AmeriLife Group, LLC

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
NAVIGATING THE WAY FROM CONCEPT MARKETPLACE and Design 	4641320	18-Nov-2014	AmeriLife Group, LLC
NAVIGATING THE WAY FROM CONCEPT TO MARKETPLACE	4641319	18-Nov-2014	AmeriLife Group, LLC
RATESOURCEONE	5181886	11-Apr-2017	AmeriLife Group, LLC
RATESOURCEONE and Design 	5205214	16-May-2017	AmeriLife Group, LLC
SILVER KEY	5365240	26-Dec-2017	AmeriLife Group, LLC
WE'RE NOT JUST ANY INSURANCE MARKETING COMPANY. WE'RE YOUR INSURANCE MARKETING COMPANY!	4998738	2-Jul-2016	AmeriLife Group, LLC
YOUR INSURANCE MARKETING COMPANY	4848134	03-Nov-2015	AmeriLife Group, LLC

II. Trademarks owned by AmeriLife Financial Advisors LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
AMERILYZER	5558716	11-Sep-2018	AmeriLife Financial Advisors LLC


III. Trademarks owned by Agent Solutions, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
SAT	4575422	29-Jul-2014	Agent Solutions, LLC
SAT SUPERAGENT TOOLS and Design 	4575421	29-Jul-2014	Agent Solutions, LLC


IV. Trademarks owned by AL Marketing, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
LEADMAX	4409663	01-Oct-2013	AL Marketing, LLC

V. Trademarks owned by Intelliquote Insurance Services, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
1.800.LIFEINSURANCE	2562630	16-Apr-2002	Intelliquote Insurance Services, LLC
BE PREPARED FOR LIFE	5566173	18-Sep-2018	Intelliquote Insurance Services, LLC
INTELLIGENT DECISIONS FOR LIFE	5586748	16-Oct-2018	Intelliquote Insurance Services, LLC
INTELLIQUOTE	5586567	16-Oct-2018	Intelliquote Insurance Services, LLC
INTELLIQUOTE	3000184	27-Sep-2005	Intelliquote Insurance Services, LLC
INTELLIQUOTE and Design 	5586566	16-Oct-2018	Intelliquote Insurance Services, LLC

VI. Trademarks owned by Rawlings Insurance Services, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
CLASSIC GUARANTEE ANNUITY	4825567	06-Oct-2015	Rawlings Insurance Services, LLC
DALLAS FINANCIAL WHOLESALERS	4352939	18-Jun-2013	Rawlings Insurance Services, LLC
DFW and Design 	3097116	30-May-2006	Rawlings Insurance Services, LLC
EZ GUARANTEE	4853760	17-Nov-2015	Rawlings Insurance Services, LLC
EZ ONLINE AGENT CONTRACTING	3650012	07-Jul-2009	Rawlings Insurance Services, LLC

VII. Trademarks owned by Southwest Annuities Marketing, LLC:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
UNKEFER	4554379	24-Jun-2014	Southwest Annuities Marketing, LLC