

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NFP Corp.		05/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	60 State Street		
Internal Address:	Suite 700		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2422912	NFP	
Registration Number:	2742420	NFP NATIONAL FINANCIAL PARTNERS	
Registration Number:	4094882	PARTNERSFINANCIAL	
Registration Number:	4094884	NFP	
Registration Number:	4094885	NFP	
Registration Number:	4094886		
Registration Number:	4094887		
Registration Number:	4097432	NFP	
Registration Number:	4097433	NFP	
Registration Number:	4420178	BENEFITS PARTNERS	
Registration Number:	5121881	BENEFITS-AT-A-GLANCE	
Registration Number:	4940986	THE HARTFIELD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		

OP \$315.00 2422912

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/08/2020

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): NFP Corp.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>DE</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s) : Execution Date(s) <u>May 8, 2020</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Ankura Trust Company, LLC</u></p> <p>Street Address: <u>60 State Street, Suite 700</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u></p> <p>Country: <u>USA</u> Zip: <u>02109</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC-NH</u> Citizenship <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small></p>
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4. Application number(s) or registration number(s) and identification or description of the Trademark.	
<p>A. Trademark Application No.(s) Text</p> <p>See Schedule I</p>	<p>B. Trademark Registration No.(s)</p> <p>See Schedule I</p>
<p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Elaine Carrera, Senior Paralegal</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Cahill Gordon & Reindel LLP,</u> <u>80 Pine Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10005</u></p> <p>Phone Number: <u>(212) 701-3365</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>ecarrera@cahill.com</u></p>	<p>6. Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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<p>9. Signature: <u><i>Elaine Carrera</i></u> <u>May 8, 2020</u></p> <p style="text-align: center;">Signature Date</p> <p style="text-align: center;">Elaine Carrera</p>	<p>Total number of pages including cover sheet, attachments, and document: 7</p>
<p>Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of May 8, 2020, by and among NFP Corp. ("Grantor") and Ankura Trust Company, LLC, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Security Agreement, dated as of May 8, 2020 (as it may be from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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NFP CORP.

By: _____



Name: Brett R. Schneider

Title: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:

ANKURA TRUST COMPANY, LLC,
as Collateral Agent






By: 
Name: Lisa J. Price
Title: Managing Director




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006933 FRAME: 0566

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Registration No.	Application No.	Owner
 NFP	2422912	75752897	NFP Corp.
 National Financial Partners	2742420	75752896	NFP Corp.
 PARTNERSFINANCIAL	4094882	76705988	NFP Corp.
NFP NFP	4094884	76705996	NFP Corp.
 NFP	4094885	76705998	NFP Corp.
 NFP	4094886	76705999	NFP Corp.

	4094887	76706000	NFP Corp.
NFP NFP	4097432	76705997	NFP Corp.
 NFP NFP	4097433	76706001	NFP Corp.
 Benefits Partners BENEFITS PARTNERS	4420178	76712197	NFP Corp.
BENEFITS-AT-A-GLANCE BENEFITS-AT-A-GLANCE	5121881	86779246	NFP Corp.
THE HARTFIELD COMPANY THE HARTFIELD COMPANY	4940986	86745875	NFP Corp.