

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexbank, LLC	FORMERLY FlexBank, Inc.	02/18/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Franklin Synergy Bank		
Street Address:	722 Columbia Avenue		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37064		
Entity Type:	Tennessee State Bank: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4024318	FLEXBANK	
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>			
Email:	aharrison@stites.com		
Correspondent Name:	Stites & Harbison, PLLC		
Address Line 1:	400 West Market St.		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Aimee Harrison		
SIGNATURE:	/aimee harrison/		
DATE SIGNED:	05/08/2020		
Total Attachments: 4			
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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of February 18, 2020, by and from **FLEXBANK, LLC**, an Ohio limited liability company f/k/a FlexBank, Inc. (the "Grantor"), to and in favor of **FRANKLIN SYNERGY BANK**, a Tennessee state bank (the "Grantee").

WHEREAS, Navia Benefit Solutions, Inc., a Washington corporation ("Borrower"), Navia Holdings, LLC, a Delaware limited liability company ("Navia Holdings"), The Taben Group, L.C., a Kansas limited liability company ("Taben Group"), Administrative Solutions-Fresno, LLC, a Delaware limited liability company ("Administrative Fresno"), the Grantor, and the Grantee have entered into that certain Credit Agreement dated November 1, 2017, as amended by that certain Guarantor Joinder dated as of April 12, 2019, as further amended by that certain First Amendment and Joinder to Credit Agreement and Loan Documents dated as of October 10, 2019, and as further amended by that certain Second Amendment and Joinder to Credit Agreement and Loan Documents dated as of the date hereof (collectively, as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Navia Holdings, Taben Group, Administrative Fresno, the Grantor, and the Grantee have entered into that certain Guarantor Security Agreement (as such term is defined in the Credit Agreement).

WHEREAS, the Grantor owns the Trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant is being executed in conjunction with grant of the security interest to the Grantee under the Guarantor Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantor Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Guarantor Security Agreement, the provisions of the Guarantor Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meaning given to them in the Credit Agreement.

2. The Security Interest.

(a) This Supplemental Grant is made to secure the performance and payment of all the Obligations. Upon the Payment in Full of all Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Guarantor Security Agreement and this Supplemental Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3. Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

“Grantor”

FLEXBANK, LLC, an Ohio limited liability company

By: 
Ryan Kelley, Chairman

[Signature Page to Grant of Security Interest in United States Trademarks]

Exhibit A

Grantor	Trademark	Registration No.	Registration Date
FlexBank, LLC (f/k/a FlexBank, Inc.)	FLEXBANK	4024318	September 13, 2011