

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE AND ASSIGNMENT TO NEW SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Franklin Synergy Bank		05/20/2020	Tennessee State Bank: TENNESSEE
RECEIVING PARTY DATA			
Name:	SUNFLOWER BANK		
Street Address:	2701 North Dallas Parkway		
Internal Address:	Suite 200		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4024318	FLEXBANK	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	64657-3		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	05/28/2020		
Total Attachments: 6			
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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of the 20th day of May, 2020, by and between FRANKLIN SYNERGY BANK, a Tennessee state banking corporation ("Assignor") and SUNFLOWER BANK, NATIONAL ASSOCIATION, a national banking association (the "Assignee").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest of Assignor in and to the following documents and Assignee assumes any and all of Assignor's obligations under the following documents:

(a) Credit Agreement by and among NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, NAVIA HOLDINGS, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017, as amended by:

(i) First Amendment and Joinder to Credit Agreement and Loan Documents by and among NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, NAVIA HOLDINGS, LLC, a Delaware limited liability company, THE TABEN GROUP, L.C., a Kansas limited liability company, ADMINISTRATIVE SOLUTIONS-FRESNO, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated October 10, 2019; and

(ii) Second Amendment and Joinder to Credit Agreement and Loan Documents by and among NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, NAVIA HOLDINGS, LLC, a Delaware limited liability company, THE TABEN GROUP, L.C., a Kansas limited liability company, ADMINISTRATIVE SOLUTIONS-FRESNO, LLC, a Delaware limited liability company, FLEXBANK, LLC, an Ohio limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated February 18, 2020.

(b) Term Note dated November 1, 2017 by NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation, in the principal amount of \$13,000,000.00.

(c) Term Note dated October 10, 2019 by NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation, in the principal amount of \$7,500,000.00.

(d) Amended and Restated Revolving Credit Note dated October 10, 2019 by NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, in favor of

FRANKLIN SYNERGY BANK, a Tennessee state banking corporation, in the maximum principal amount of \$4,500,000.00.

(e) Master Acquisition Line of Credit Note dated October 10, 2019 by NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation, in the maximum principal amount of \$5,662,500.00.

(f) Acquisition Amortization Note dated April 10, 2020 by NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation, in the maximum principal amount of \$5,100,000.00.

(g) Borrower Security Agreement by and between NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017.

(h) Guarantor Security Agreement by and between NAVIA HOLDINGS, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017.

(i) Guaranty by and between NAVIA HOLDINGS, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017.

(j) Stock Pledge Agreement by and between NAVIA HOLDINGS, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017.

(k) Subordination of Management Agreement by SHORE CAPITAL PARTNERS, LLC, a Delaware limited liability company, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated November 1, 2017.

(l) Guarantor Joinder by and among THE TABEN GROUP, L.C., a Kansas limited liability company, NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, NAVIA HOLDINGS, LLC, a Delaware limited liability company, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated April 12, 2019.

(m) Subordination of Management Agreement by SHORE CAPITAL PARTNERS, LLC, a Delaware limited liability company, in favor of FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated April 12, 2019.

(n) Collateral Assignment of Escrow Agreement by and between NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated October 10, 2019.

(o) Supplemental Grant of Security Interest in United States Trademarks by and between FLEXBANK, LLC, an Ohio limited liability company and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated February 18, 2020.

(p) Landlord Waiver Agreement among EHD HOLDINGS, LLC, NAVIA BENEFIT SOLUTIONS, INC., a Washington corporation, and FRANKLIN SYNERGY BANK, a Tennessee state banking corporation dated December 13, 2019.

(q) Stock Power for the shares of Common Stock of Navia Benefit Solutions, Inc., as signed by Navia Holdings, LLC.

(r) UCC Financing Statement Number 2017-305-3496-8 filed November 1, 2017 with the Secretary of State of Washington listing Navia Benefit Solutions, Inc., as debtor, and Franklin Synergy Bank, as secured party.

(s) UCC Financing Statement Number 2017 7246541 filed November 1, 2017 with the Secretary of State of Delaware listing Navia Holdings, LLC, as debtor, and Franklin Synergy Bank, as secured party.

(t) UCC Financing Statement Number 116026592 filed April 15, 2019 with the Secretary of State of Kansas listing The Taben Group, L.C., as debtor, and Franklin Synergy Bank, as secured party.

(u) UCC Financing Statement Number 2019 7085850 filed October 10, 2019 with the Secretary of State of Delaware listing Administrative Solutions-Fresno, LLC, as debtor, and Franklin Synergy Bank, as secured party.

(v) UCC Financing Statement Number OH00237585669 filed February 18, 2020 with the Secretary of State of Ohio listing Flexbank, LLC, as debtor, and Franklin Synergy Bank, as secured party.

2. Assignee assumes any and all of Assignor's obligations under the Loan Documents arising on or after the Effective Date

3. This Bill of Sale and Assignment is given pursuant to that certain Sale and Assignment Agreement (the "Assignment") dated as of the date hereof, between Assignor and Assignee, providing for, among other things, the conveyance of the foregoing documents and loans related thereto. All capitalized terms used in this Bill of Sale and Assignment and not defined herein shall have the respective meanings ascribed to them in the Assignment.

4. Except as otherwise expressly provided in the Assignment, the sale and assignment of the documents described herein and evidenced by this Bill of Sale and Assignment is non-recourse to Assignor and is made on an "AS IS" "WHERE IS" basis, with all faults, and except as provided in the Assignment, Assignor makes no representation or warranty, express or implied, to Assignee or any other person or entity with respect to the Loan or any Loan Document, or any other matter with respect to and/or arising under the Loan or any Loan Document. Specifically, and not as a limitation of any other provision hereof, Assignor makes no representation or warranty, express or implied, to Assignee or any other person with respect

to: (i) the condition (financial or otherwise) of the Borrower, Navia Holdings, LLC, a Delaware limited liability company, The Taben Group, L.C., a Kansas limited liability company, Administrative Solutions-Fresno, LLC, a Delaware limited liability company, and FlexBank, LLC, an Ohio limited liability company (collectively, the "Borrower Parties"); (ii) the existence or nature of any asset or liability of the Borrower Parties; (iii) the ability of any Borrower Party to perform its obligations under the Loan Documents; (iv) the existence, perfection or priority of any lien securing performance under the Loan Documents; (v) the validity or enforceability of the Loan or any of the Loan Documents; or the effect of this Agreement upon the rights of Assignee or any other person under any Loan Document; (vi) the existence or basis for any claim, counterclaim, defense, or offset relating to the Loan or Loan Documents; (vii) the compliance of the Loan or the Loan Documents with any laws, ordinances, or regulations of any government or agency thereof; (viii) the economic, environmental, or other value, condition or status of any collateral securing the Loan, and (ix) the future performance of the Borrower Parties or any collateral.

5. This Bill of Sale and Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

ASSIGNOR:

FRANKLIN SYNERGY BANK, a Tennessee state banking corporation,

By: 
David McDaniel, Executive Vice
President

ASSIGNEE:

SUNFLOWER BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Timothy B Fouts
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above written.

ASSIGNOR:

FRANKLIN SYNERGY BANK, a Tennessee state banking corporation,

By: _____
David McDaniel, Executive Vice
President

ASSIGNEE:

SUNFLOWER BANK, NATIONAL
ASSOCIATION, a national banking
association

By: Timothy B. Jouis
Name: Timothy B. Jouis
Title: Senior Vice President