

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMG Suite, LLC		06/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3809732	AGENCY REVOLUTION	
Registration Number:	5470010	ADVISOR LAUNCHPAD	
Registration Number:	5605541	FMG SUITE	
Registration Number:	2951907	ADVISORS ASSISTANT	
Registration Number:	4555295	AMAZING MARKETING. SIMPLIFIED.	
Registration Number:	4949626	PLATINUM ADVISOR STRATEGIES P	
Registration Number:	4972247	MONTOYA'S MARKETING PRO	
Registration Number:	4982087	MARKETING PRO	
Serial Number:	86725705	CONNECTED INSURANCE ACADEMY AR BECAUSE R	
Serial Number:	86659969	ADVISOR LAUNCHPAD	
Registration Number:	4104280	LIVE2SITE	
Registration Number:	4104257	VERSIMARK	
Registration Number:	3839441	IMAGING ASSISTANT	
Registration Number:	4412062	THE ART OF DIGITAL MARKETING	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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>			

CH \$365.00 3809732

Phone: 312-701-8209
Email: mmthomas@mayerbrown.com, mdecember@mayerbrown.com
Correspondent Name: Madelaine M. Thomas
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20651068
NAME OF SUBMITTER:	Madelaine M. Thomas
SIGNATURE:	/Madelaine M. Thomas/
DATE SIGNED:	06/16/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A. (“J.P. Morgan”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 16, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Moonlight Parent, Inc., a Delaware corporation, Moonlight Buyer, Inc., a Delaware corporation (the “Initial Borrower”), and, upon the consummation of the Effective Date Acquisition, FMG Suite Holdings, LLC, a Delaware limited liability company (the “Borrower” and together with the Initial Borrower, the “Borrower”), the other Persons party thereto that are designated as Loan Parties, the Lenders and the Issuing Bank from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders and the Issuing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Administrative 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 the following Collateral (which shall exclude all Excluded Property, including, without limitation, “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Signature shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement 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 New York.

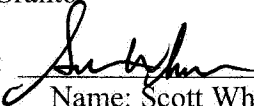
Section 7. Release and Termination. At the time provided in Section 9.02 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement

and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Administrative Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FMG SUITE, LLC,
as Grantor

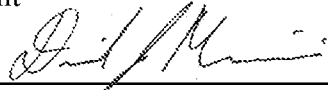
By: 
Name: Scott White
Title: Chief Executive Officer and
President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006971 FRAME: 0940

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 



Name: Daniel J. Maniaci
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
AGENCY REVOLUTION	77/826,660 3,809,732 United States	09-15-2009 06-29-2010	FMG Suite, LLC	Registered
ADVISOR LAUNCHPAD	86/660,023 5,470,010 United States	06-11-2015 05-15-2018	FMG Suite, LLC	Registered
FMG SUITE	87/825,341 5,605,541 United States	03-08-2018 11-13-2018	FMG Suite, LLC	Registered
ADVISORS ASSISTANT	75/664,712 2,951,907 United States	03-22-1999 05-17-2005	FMG Suite, LLC	Registered
ADVISORS ASSISTANT	1570279 TMA855439 Canada	03-23-2012 07-17-2013	FMG Suite, LLC	Registered
AMAZING MARKETING. SIMPLIFIED.	86/096,353 4,555,295 United States	10-21-2013 06-24-2014	FMG Suite, LLC	Registered
PLATINUM  <small>AN AFFILIATE OF FMG SUITE, LLC</small>	86/684,742 4,949,626 United States	07-07-2015 05-03-2016	FMG Suite, LLC	Registered
MONTOYA'S MARKETING PRO	86/757,369 4,972,247 United States	09-15-2015 06-07-2016	FMG Suite, LLC	Registered
MARKETING PRO	86/757,378 4,982,087 United States	09-15-2015 06-21-2016	FMG Suite, LLC	Registered
 <small>BECAUSE RELATIONSHIP MATTERS MOST</small>	86/725,705 N/A United States	08-14-2015 N/A	FMG Suite, LLC	Abandoned Application

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
	86/659,969 N/A United States	06-11-2015 N/A	FMG Suite, LLC	Abandoned Application
	85/222,953 4,104,280 United States	01-21-2011 02-28-2012	FMG Suite, LLC	Cancelled Registration
VERSIMARK	85/220,910 4,104,257 United States	01-19-2011 02-28-2012	FMG Suite, LLC	Cancelled Registration
IMAGING ASSISTANT	77/560,623 3,839,441 United States	09-02-2008 08-24-2010	FMG Suite, LLC	Cancelled Registration
THE ART OF DIGITAL MARKETING	85/680,848 4,412,062 United States	07-18-2012 10-01-2013	FMG Suite, LLC	Cancelled Registration

2. TRADEMARK APPLICATIONS

None.