

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594247

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900554892

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACSIA Partners LLC		06/18/2020	Limited Liability Company: DELAWARE
Pacific Southwest Financial & Insurance Services, Inc.		06/18/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Oak Street Funding LLC
Street Address:	8888 Keystone Crossing
Internal Address:	Suite 1700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5220822	ACSIA PARTNERS
Registration Number:	5521153	AP ACSIA PARTNERS
Registration Number:	2687936	PACIFIC SOUTHWEST FINANCIAL
Registration Number:	2620132	PSF
Registration Number:	2645263	PSF

CORRESPONDENCE DATA

Fax Number: 3176361507

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.

Phone: 317-238-6304

Email: rgoode@kdlegal.com

Correspondent Name: Robert J. Goode

Address Line 1: One Indiana Square

Address Line 2: Suite 2800

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	OSSF-231
NAME OF SUBMITTER:	Robert J. Goode
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	08/26/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated effective as of June 19, 2020, by **ACSIA Partners LLC** and **Pacific Southwest Financial & Insurance Services, Inc.**, each with a mailing address of 6201 Presidential Ct, Fort Myers, FL 33919-3524 (the “Grantor”), in favor of **Oak Street Funding LLC**, a Delaware limited liability company with a mailing address of 8888 Keystone Crossing, Suite 1700, Indianapolis, IN 46240, and its successors and assigns (“Oak Street”).

RECITALS

A. Grantor and Oak Street have entered into that certain Master Credit Agreement dated as of July 26, 2019, with the acknowledgement and agreement of the Guarantors dated as of July 26, 2019 (as amended and in effect from time to time, collectively, the “Credit Agreement”), pursuant to which Oak Street, subject to the terms and conditions contained therein, is to extend credit to Grantor; and

B. To secure the Credit Agreement, Grantor executed and delivered to Oak Street a Security Agreement (Specific Collateral) and Security Agreement (General/Excluded Collateral) dated as of July 26, 2019 (such Security Agreements, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the “Collateral Agreement”) pursuant to which certain obligations of Grantor owed to Oak Street are secured.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Oak Street a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Collateral Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Oak Street a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark application and trademark registration, including, without limitation, each trademark, trademark application and trademark registration referred to in **Schedule 1** annexed hereto, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 1** annexed hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

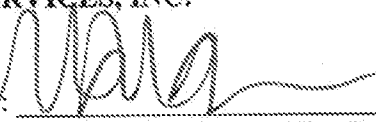
This security interest is granted in conjunction with the security interests granted to Oak Street pursuant to the Collateral Agreement and subject to limitations set forth therein, and this Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of Oak Street in with the U.S. Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of Oak Street with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

[Signatures on following pages]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

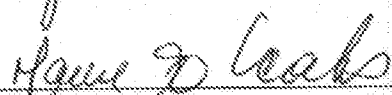
DEBTOR:
PACIFIC SOUTHWEST FINANCIAL & INSURANCE SERVICES, INC.

By: 
Helen H. N. Cheney, Vice President

STATE OF Missouri
COUNTY OF Howe

Before me, a Notary Public in and for said County and State, personally appeared Helen H. N. Cheney, the Vice President of Pacific Southwest Financial & Insurance Services, Inc., a California corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 27 day of June, 2020.


Notary Public

MARIA E. GONCALVES
Notary Public (Printed)

My Commission Expires:

1/27/2023

My County of Residence:

UNION

MARIA E. GONCALVES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 27, 2023

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DEBTOR:
ACZIA PARTNERS LLC

By: LTC Agency Operations LLC, its sole Manager

By: [Signature]
Helen H. N. Cheney, Vice President

STATE OF New Jersey
COUNTY OF Morris

Before me, a Notary Public in and for said County and State, personally appeared Helen H. N. Cheney, the Vice President of LTC Agency Operations LLC, the sole Manager of ACSIA Partners LLC, a Delaware limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as Debtor's authorized act and deed and stated that all representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 18th day of June, 2020.

[Signature]
Notary Public

MARIA E. GONCALVES
Notary Public (Printed)

My Commission Expires:

1/27/2023

My County of Residence:

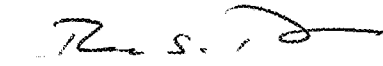
UNION

MARIA E. GONCALVES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 27, 2023

Accepted:

OAK STREET FUNDING LLC

By:



Rick Dennen, President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Serial #	Registration #	Mark	Owner
86827252	5220822		ACSIA Partners LLC
87622240	5521153		ACSIA Partners LLC
76190554	2687936	<p style="text-align: center;">PACIFIC SOUTHWEST FINANCIAL</p>	Pacific Southwest Financial & Insurance Services, Inc.
76190553	2620132		Pacific Southwest Financial & Insurance Services, Inc.
76190555	2645263	<p style="text-align: center;">PSF</p>	Pacific Southwest Financial & Insurance Services, Inc.