

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bankers Healthcare Group, LLC		08/20/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	128 Franklin Road		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Bank: TENNESSEE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3968396	BHG BANKERS HEALTHCARE GROUP FINANCING F	
Registration Number:	3968395	BANKERS HEALTHCARE GROUP	
Registration Number:	3878674	BHG	
Registration Number:	3872219	BHG	
Registration Number:	3872218	BHG	
Registration Number:	3872217	BHG	
Registration Number:	3869329	BHG	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	(312) 288-3586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		

OP \$190.00 3968396

DATE SIGNED:	08/21/2020
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Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 20th day of August, 2020, BANKERS HEALTHCARE GROUP, LLC, a Florida limited liability company (“*Debtor*”) with its principal place of business and mailing address at 201 Solar Street Syracuse, New York 13204 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to PINNACLE BANK, a Tennessee state bank (“*Lender*”), with its mailing address at 128 Franklin Road Brentwood, TN 37027, and grants to Lender a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Indebtedness of Debtor as defined in that certain Amended and Restated Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Lender, as the same may be amended, modified, or restated from time to time (the “*Amended and Restated Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use or Amendment to Allege Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Indebtedness. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Amended and Restated Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BANKERS HEALTHCARE GROUP, LLC

By: 
Name: Daniel McSherry
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

PINNACLE BANK

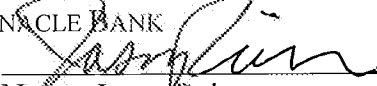
By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BANKERS HEALTHCARE GROUP, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

PINNACLE BANK
By  _____
Name: Jason Reiersen
Title: Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
BHG BANKERS HEALTHCARE GROUP FINANCING FOR HEALTHCARE PROFESSIONALS and Design	3968396	05/31/2011
BANKERS HEALTHCARE GROUP	3968395	05/31/2011
BHG and Design	3878674	11/23/2010
BHG and Design	3872219	11/09/2010
BHG and Design	3872218	11/09/2010
BHG	3872217	11/09/2010
BHG and Design	3869329	11/02/2010

PENDING FEDERAL TRADEMARK APPLICATIONS

None.