

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliant Insurance Services, Inc.		10/15/2020	Corporation: CALIFORNIA
Alliant Services Houston, Inc.		10/15/2020	Corporation: NEW YORK
Mesirow Insurance Services, Inc.		10/15/2020	Corporation: ILLINOIS
Senior Market Sales LLC		10/15/2020	Limited Liability Company: NEBRASKA
American Benefits Consulting LLC		10/15/2020	Limited Liability Company: NEW YORK
Preferred Concepts, LLC		10/15/2020	Limited Liability Company: NEW YORK
Futurity First Insurance Group LLC		10/15/2020	Limited Liability Company: DELAWARE
Insuractive LLC		10/15/2020	Limited Liability Company: NEBRASKA
Alliant Specialty Insurance Services, Inc.		10/15/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	5149679	FF FUTURITY FIRST RETIREMENT LIFE HEALTH
Registration Number:	4981281	FF FUTURITY FIRST
Registration Number:	4981279	FF
Registration Number:	4981280	FF
Registration Number:	4981283	FF FUTURITY FIRST OBJECTIVITY INNOVATION
Registration Number:	4889315	FUTURITY FIRST OBJECTIVITY INNOVATION SU
Registration Number:	4889316	FUTURITY FIRST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4792309	LIFE INSURANCE MARKETPLACE
Registration Number:	4762879	MEDICARE BACKOFFICE
Registration Number:	4706639	MEDICARE BACKOFFICE
Registration Number:	4412940	MATURE HEALTH CENTER
Registration Number:	4128663	INSURACTIVE
Registration Number:	4128592	INSURACTIVE
Registration Number:	3835822	MEDICARE MARKETPLACE
Registration Number:	6167724	INSURACTIVE
Registration Number:	5930816	LEAD ADVANTAGE PRO
Registration Number:	5670549	INSFIRE
Registration Number:	5854553	A INCOME ARCHITECH
Registration Number:	5854554	INCOME ARCHITECH
Registration Number:	5368784	TRAVEL INSURANCE CENTER
Registration Number:	5541288	INSFIRE
Registration Number:	5076047	TOTAL SOCIAL SECURITY
Registration Number:	5076046	TOTAL SOCIAL SECURITY
Registration Number:	5077993	TOTAL SOCIAL SECURITY
Registration Number:	5077992	TOTAL SOCIAL SECURITY
Registration Number:	5418466	LEAD ADVANTAGE PRO
Registration Number:	4694337	LEAD ADVANTAGE
Registration Number:	4578852	AICOE
Registration Number:	4333046	APP BY EMAIL
Registration Number:	4398441	POLICY PICKER
Registration Number:	4330168	TRAVEL INSURANCE CENTER
Registration Number:	4204671	SMS
Registration Number:	4378368	SENIOR MARKET SALES
Registration Number:	4402330	TRAVEL INSURANCE CENTER
Registration Number:	4409336	MEDICARE INSURANCE DIRECT
Registration Number:	4370168	MEDICARE INSURANCE DIRECT
Registration Number:	4292922	CALL, CLICK, MAIL OR MEET
Registration Number:	4748758	S4 BENEFITS
Registration Number:	6100632	RESIDENTPRO
Registration Number:	6156956	OIL PATCH INSURANCE
Registration Number:	5783998	CONTRACTCOMPLIANCE
Registration Number:	5985777	ASQ UNDERWRITING
Registration Number:	5786942	PAINTERSCHOICE
Registration Number:	5786943	RESULTSFIRST
Registration Number:	5376060	VERICERT

Property Type	Number	Word Mark
Registration Number:	5219520	IDAP
Registration Number:	5096869	WASTEASSURE
Registration Number:	5182439	C2M
Serial Number:	88953453	BOARDROOM PLUS
Serial Number:	88953463	YOGAPRO
Serial Number:	88944724	CRYSTAL & COMPANY
Registration Number:	5143559	CONTRACTOR CREDIT MODEL
Registration Number:	5182440	ASTRUS INSURANCE SOLUTIONS
Registration Number:	4985081	REVPRO
Registration Number:	4944582	IBX
Registration Number:	4984708	VERIFID
Registration Number:	4792058	PARKWISE
Registration Number:	4809951	INNOVATING ALONGSIDE YOU
Registration Number:	4682203	HIP
Registration Number:	4809703	PETROSURE
Registration Number:	5241789	SMARTER IS BETTER
Registration Number:	4993819	BENEFITS AT THE SPEED OF LIFE
Registration Number:	4500371	S
Registration Number:	4534144	BEN-IQ
Registration Number:	4378312	CROP INSURANCE ISN'T JUST PART OF OUR BU
Registration Number:	3869211	123OCP
Registration Number:	3501112	TCOR INSURANCE MANAGEMENT
Registration Number:	3589659	PROQUEST
Registration Number:	3218094	CLEARSOURCE
Registration Number:	3317732	CLEARADVANTAGE
Registration Number:	2881424	PEPIP USA PUBLIC ENTITY PROPERTY INSURAN
Registration Number:	2568330	PEPIP
Registration Number:	2474968	TRIBAL FIRST
Registration Number:	1702121	CONSERVE-A-NATION
Registration Number:	1763236	VOLUNTARY BENEFITS PLAN
Registration Number:	3176497	DEEP SOUTH
Serial Number:	88093791	TRIBALCARE
Serial Number:	88093797	TRIBALCARE
Registration Number:	4144414	ADDED BENEFITS
Registration Number:	2493597	EZUMBRELLA.COM
Registration Number:	3153605	MESIROW FINANCIAL'S E-VIEW BENEFITS
Registration Number:	3156643	E-VIEW SURETY

CORRESPONDENCE DATA**Fax Number:**

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1185176-0011-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	10/16/2020
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Total Attachments: 11

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 15, 2020, is made by the Grantors party hereto (each, a “Grantor” and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, solely in its capacity as notes collateral agent (in such capacity, the “Agent”) in connection with that certain Indenture, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among Alliant Holdings Intermediate, LLC, a California limited liability company (the “Issuer”), Alliant Holdings Co-Issuer, Inc., a California corporation (the “Co-Issuer”, and together with the Issuer, the “Issuers”), the Guarantors party thereto, the Agent and Wilmington Trust, National Association, as trustee.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuers have issued 4.250% Senior Secured Notes due 2027 (the “Notes”) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, each Grantor and any Guarantors that become a party thereto, have executed and delivered a Security Agreement, dated as of October 15, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Holders to acquire their respective Notes under the Indenture, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Lien on and Security Interest in all of each such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to Agent on behalf of the Secured Parties in connection with the Indenture and the Security Agreement and is expressly subject to the terms and

conditions thereof. The Indenture and the Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein. The Notes Collateral Agent shall have the right (but not the obligation) hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Agreement, the Security Agreement and the Indenture. In furtherance of the foregoing provisions of this Section 7, each Secured Party, by its acceptance of the Notes, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, except to the extent specifically set forth in Article 14 of the Indenture, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Notes Collateral Agent for the ratable benefit of the Secured Parties in accordance with the terms of this Section 7. Each Secured Party, by its acceptance of the benefits hereof, agrees that any action taken by the Notes Collateral Agent in accordance with the provisions of the Indenture, the Security Agreement and this Agreement, and the exercise by the Notes Collateral Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized and binding upon all Secured Parties. The Notes Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers and Grantors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT INSURANCE SERVICES, INC.
ALLIANT SERVICES HOUSTON, INC.
ALLIANT SPECIALTY INSURANCE
SERVICES, INC.
MESIROW INSURANCE SERVICES, INC.

By: Ted Filley
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

SENIOR MARKET SALES LLC,

By: ALLIANT INSURANCE SERVICES, INC.,
as manager

By: Ted Filley
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

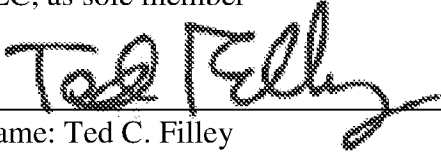
AMERICAN BENEFITS CONSULTING LLC

By: WCP CONSULTING, INC., as sole member

By: Ted Filley
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

PREFERRED CONCEPTS, LLC

By: PREFERRED CONCEPTS HOLDINGS,
LLC, as sole member

By: 
Name: Ted C. Filley
Title: Executive Vice President and Treasurer

FUTURITY FIRST INSURANCE GROUP LLC
INSURACTIVE LLC

By: SENIOR MARKET SALES LLC as sole
member

By: _____
Name: Dan Faltin
Title: Chief Financial Officer

FUTURITY FIRST INSURANCE GROUP LLC
INSURACTIVE LLC

By: SENIOR MARKET SALES LLC as sole
member

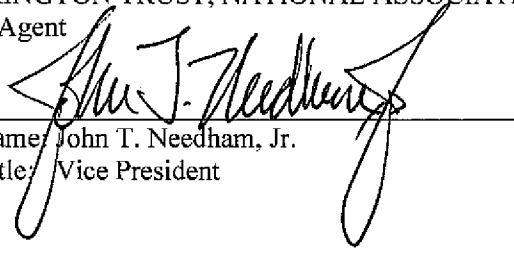
By: 
Name: Dan Falten
Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Agent

By: _____

Name: John T. Needham, Jr.

Title: Vice President

A handwritten signature in black ink, appearing to read "John T. Needham, Jr.", written over a horizontal line. The signature is stylized and cursive.

[Signature Page for Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007077 FRAME: 0426

SCHEDULE A

U.S. Trademark Registrations and Applications

1. FUTURITY INSURANCE GROUP LLC¹

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
FF FUTURITY FIRST RETIREMENT LIFE HEALTH	87045542	20-MAY-2016	5149679	28-FEB-2017
FF FUTURITY FIRST	86664589	16-JUN-2015	4981281	21-JUN-2016
FF	86664579	16-JUN-2015	4981279	21-JUN-2016
FF	86664584	16-JUN-2015	4981280	21-JUN-2016
FF FUTURITY FIRST OBJECTIVITY INNOVATION SUPPORT YOUR PARTNER IN GROWTH.	86664593	16-JUN-2015	4981283	21-JUN-2016
FUTURITY FIRST OBJECTIVITY INNOVATION SUPPORT YOUR PARTNER IN GROWTH	86664596	16-JUN-2015	4889315	19-JAN-2016
FUTURITY FIRST	86664602	16-JUN-2015	4889316	19-JAN-2016

2. INSURACTIVE LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
LIFE INSURANCE MARKETPLACE	86553585	04-MAR-2015	4792309	11-AUG-2015
MEDICARE BACKOFFICE	86190000	11-FEB-2014	4762879	30-JUN-2015
MEDICARE BACKOFFICE	86190005	11-FEB-2014	4706639	24-MAR-2015
MATURE HEALTH CENTER	85399873	17-AUG-2011	4412940	08-OCT-2013
INSURACTIVE	85399918	17-AUG-2011	4128663	17-APR-2012
INSURACTIVE	85396767	12-AUG-2011	4128592	17-APR-2012
MEDICARE MARKETPLACE	77632848	15-DEC-2008	3835822	17-AUG-2010
INSURACTIVE	88789301	07-FEB-2020	6167724	06-OCT-2020

3. SENIOR MARKET SALES LLC²

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
LEAD ADVANTAGE PRO	88396164	22-APR-2019	5930816	10-DEC-2019
INSFIRE	88051056	24-JUL-2018	5670549	05-FEB-2019
A INCOME ARCHITECH	88010467	21-JUN-2018	5854553	10-SEP-2019
INCOME ARCHITECH	88010473	21-JUN-2018	5854554	10-SEP-2019
TRAVEL INSURANCE CENTER	87452064	16-MAY-2017	5368784	02-JAN-2018
INSFIRE	86506818	19-JAN-2015	5541288	14-AUG-2018
TOTAL SOCIAL SECURITY	86470526	03-DEC-2014	5076047	08-NOV-2016
TOTAL SOCIAL SECURITY	86470520	03-DEC-2014	5076046	08-NOV-2016
TOTAL SOCIAL SECURITY	86977524	03-DEC-2014	5077993	08-NOV-2016

¹ Record owner of trademarks immediately below is FUTURITY FIRST INSURANCE GROUP LLC.

² Record owner of trademarks immediately below is SENIOR MARKET SALES, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TOTAL SOCIAL SECURITY	86977523	03-DEC-2014	5077992	08-NOV-2016
LEAD ADVANTAGE PRO	86151889	24-DEC-2013	5418466	06-MAR-2018
LEAD ADVANTAGE	86151892	24-DEC-2013	4694337	03-MAR-2015
AICOE	86036606	13-AUG-2013	4578852	05-AUG-2014
BY EMAIL	85449938	18-OCT-2011	4333046	07-MAY-2013
POLICY PICKER	85399942	17-AUG-2011	4398441	10-SEP-2013
TRAVEL INSURANCE CENTER	85397472	14-AUG-2011	4330168	07-MAY-2013
SMS	85396614	12-AUG-2011	4204671	11-SEP-2012
SENIOR MARKET SALES	85396649	12-AUG-2011	4378368	06-AUG-2013
TRAVEL INSURANCE CENTER	85396814	12-AUG-2011	4402330	17-SEP-2013
MEDICARE INSURANCE DIRECT	85309525	02-MAY-2011	4409336	01-OCT-2013
MEDICARE INSURANCE DIRECT	85309547	02-MAY-2011	4370168	16-JUL-2013
CALL, CLICK, MAILOR MEET	85309560	02-MAY-2011	4292922	19-FEB-2013

4. ALLIANT INSURANCE SERVICES, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
S4 BENEFITS	86078886	30-SEP-2013	4748758	02-JUN-2015
BOARDROOM PLUS	88953453	08-JUN-2020		
YOGAPRO	88953463	08-JUN-2020		
CRYSTAL & COMPANY	88944724	02-JUN-2020		
E Q ONE	88733712	19-DEC-2019		
RESIDENTPRO	88733723	19-DEC-2019	6100632	14-JUL-2020
OIL PATCH INSURANCE	88732534	18-DEC-2019	6156956	22-SEP-2020
CONTRACT COMPLIANCE	88298486	12-FEB-2019	5783998	18-JUN-2019
ASQ UNDERWRITING	88221886	07-DEC-2018	5985777	11-FEB-2020
PAINTERS CHOICE	88203030	21-NOV-2018	5786942	25-JUN-2019
RESULTS FIRST	88203050	21-NOV-2018	5786943	25-JUN-2019
VERICERT	87016523	27-APR-2016	5376060	09-JAN-2018
IDAP	86939457	14-MAR-2016	5219520	06-JUN-2017
WASTE ASSURE	86782584	08-OCT-2015	5096869	06-DEC-2016
C2M	86740598	28-AUG-2015	5182439	11-APR-2017

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CONTRACTOR CREDIT MODEL	86740613	28-AUG-2015	5143559	14-FEB-2017
ASTRUS INSURANCE SOLUTIONS	86740949	28-AUG-2015	5182440	11-APR-2017
REVPRO	86658472	10-JUN-2015	4985081	21-JUN-2016
IBX	86644713	28-MAY-2015	4944582	26-APR-2016
VERIFID	86576720	25-MAR-2015	4984708	21-JUN-2016
PARKWISE	86434411	24-OCT-2014	4792058	11-AUG-2015
INNOVATING ALONGSIDE YOU	86344285	22-JUL-2014	4809951	08-SEP-2015
HIP	86343101	21-JUL-2014	4682203	03-FEB-2015
PETROSURE	86298802	03-JUN-2014	4809703	08-SEP-2015
SMARTER IS BETTER	86219390	12-MAR-2014	5241789	11-JUL-2017
BENEFITS AT THE SPEED OF LIFE	86219394	12-MAR-2014	4993819	05-JUL-2016
S	85811535	27-DEC-2012	4500371	25-MAR-2014
BEN-IQ	85664594	28-JUN-2012	4534144	20-MAY-2014
CROP INSURANCE ISN'T JUST PART OF OUR BUSINESS. IT IS OUR BUSINESS.	85045355	21-MAY-2010	4378312	06-AUG-2013
123OCP	77814511	27-AUG-2009	3869211	02-NOV-2010
TCOR INSURANCE MANAGEMENT	77324953	08-NOV-2007	3501112	16-SEP-2008
PROQUEST	77211107	20-JUN-2007	3589659	17-MAR-2009
CLEARSOURCE	78912697	20-JUN-2006	3218094	13-MAR-2007
CLEARADVANTAGE	78880537	10-MAY-2006	3317732	23-OCT-2007

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE PROGRAM	78218385	24-FEB-2003	2881424	07-SEP-2004
PEPIP	76097022	25-JUL-2000	2568330	07-MAY-2002
TRIBAL FIRST	75721293	04-JUN-1999	2474968	07-AUG-2001
CONSERVE-A -NATION ³	74200746	04-SEP-1991	1702121	21-JUL-1992

5. ALLIANT SERVICES HOUSTON, LLC⁴

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
VOLUNTARY BENEFITS PLAN	74183208	08-JUL-1991	1763236	06-APR-1993

6. ALLIANT SPECIALTY INSURANCE SERVICES, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
TRIBALCARE	88093791	27-AUG-2018		
TRIBALCARE	88093797	27-AUG-2018		
DEEP SOUTH	78710206	09-SEP-2005	3176497	28-NOV-2006

7. AMERICAN BENEFITS CONSULTING LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ADDED BENEFITS	85314351	06-MAY-2011	4144414	15-MAY-2012

8. PREFERRED CONCEPTS, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
EZUMBRELLA.COM	78007745	11-MAY-2000	2493597	25-SEP-2001

³ Record owner of this mark is FRANEY, MUHA, ALLIANT INSURANCE SERVICES, INC.

⁴ Record owner of the below mark is ALLIANT SERVICES HOUSTON, INC.

9. MESIROW INSURANCE SERVICES, INC.⁵

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
MESIROW FINANCIAL'S E-VIEW BENEFITS	78718507	22-SEP-2005	3153605	10-OCT-2006
E-VIEW SURETY	78603977	07-APR-2005	3156643	17-OCT-2006

⁵ Record owner of these two marks is MESIROW FINANCIAL HOLDINGS, INC.