

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Futurity First Insurance Group LLC		10/12/2020	Limited Liability Company: DELAWARE
Insuractive LLC		10/12/2020	Limited Liability Company: NEBRASKA
Senior Market Sales LLC		10/12/2020	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as collateral agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4378368	SENIOR MARKET SALES	
Registration Number:	4204671	SMS	
Registration Number:	4333046	APP BY EMAIL	
Registration Number:	4578852	AICOE	
Registration Number:	4694337	LEAD ADVANTAGE	
Registration Number:	5418466	LEAD ADVANTAGE PRO	
Registration Number:	5930816	LEAD ADVANTAGE PRO	
Registration Number:	4292922	CALL, CLICK, MAIL OR MEET	
Registration Number:	5076047	TOTAL SOCIAL SECURITY	
Registration Number:	5077992	TOTAL SOCIAL SECURITY	
Registration Number:	5076046	TOTAL SOCIAL SECURITY	
Registration Number:	5077993	TOTAL SOCIAL SECURITY	
Registration Number:	4674231	SOCIAL SECURITY SCHOOL	
Registration Number:	4370168	MEDICARE INSURANCE DIRECT	
Registration Number:	4409336	MEDICARE INSURANCE DIRECT	

CH \$965.00 4378368

Property Type	Number	Word Mark
Registration Number:	3835822	MEDICARE MARKETPLACE
Registration Number:	5541288	INSFIRE
Registration Number:	5670549	INSFIRE
Registration Number:	4402330	TRAVEL INSURANCE CENTER
Registration Number:	5368784	TRAVEL INSURANCE CENTER
Registration Number:	4330168	TRAVEL INSURANCE CENTER
Registration Number:	4398441	POLICY PICKER
Registration Number:	5854554	INCOME ARCHITECH
Registration Number:	5854553	A INCOME ARCHITECH
Registration Number:	4889316	FUTURITY FIRST
Registration Number:	4981279	FF
Registration Number:	4981280	FF
Registration Number:	4981281	FF FUTURITY FIRST
Registration Number:	5149679	FF FUTURITY FIRST RETIREMENT LIFE HEALTH
Registration Number:	4889315	FUTURITY FIRST OBJECTIVITY INNOVATION SU
Registration Number:	4981283	FF FUTURITY FIRST OBJECTIVITY INNOVATION
Registration Number:	4128663	INSURACTIVE
Registration Number:	4128592	INSURACTIVE
Registration Number:	6167724	INSURACTIVE
Registration Number:	4762879	MEDICARE BACKOFFICE
Registration Number:	4706639	MEDICARE BACKOFFICE
Registration Number:	4412940	MATURE HEALTH CENTER
Registration Number:	4792309	LIFE INSURANCE MARKETPLACE

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
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/17/2020

Total Attachments: 7

source=Alliant - Trademark Security Agreement [Executed]#page1.tif

source=Alliant - Trademark Security Agreement [Executed]#page2.tif
source=Alliant - Trademark Security Agreement [Executed]#page3.tif
source=Alliant - Trademark Security Agreement [Executed]#page4.tif
source=Alliant - Trademark Security Agreement [Executed]#page5.tif
source=Alliant - Trademark Security Agreement [Executed]#page6.tif
source=Alliant - Trademark Security Agreement [Executed]#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 12, 2020, is made by Futurity First Insurance Group LLC, a Delaware limited liability company, Insuractive LLC, a Nebraska limited liability company, and Senior Market Sales LLC, a Nebraska limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) in connection with that certain Credit Agreement, dated as of August 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Alliant Services, Inc. (f/k/a Alliant Holdings, Inc.), a California corporation (“Holdings”), Alliant Holdings Intermediate, LLC, a California limited liability company (the “Principal Borrower”), the Co-Borrowers from time to time parties thereto (together with the Principal Borrower, collectively, the “Borrowers” and each individually, a “Borrower”), the Lenders from time to time party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of August 14, 2015, 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 Lenders to make their respective loans to the Borrowers, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with one or more Borrowers, each Grantor agrees, 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 Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of 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 Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a 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 each Grantor 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 the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its 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 Credit Agreement 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 Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, 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 laws of the State of New York.

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

FUTURITY FIRST INSURANCE GROUP LLC, as a Grantor

By: Senior Market Sales LLC, the sole member of Futurity First Insurance Group LLC

By: Alliant Insurance Services, Inc., the manager of Senior Market Sales LLC

By: 
Name: Ted C. Filley
Title: EVP, Treasurer

INSURACTIVE LLC, as a Grantor

By: Senior Market Sales LLC, the sole member of Insuractive LLC

By: Alliant Insurance Services, Inc., the manager of Senior Market Sales LLC

By: 
Name: Ted C. Filley
Title: EVP, Treasurer

SENIOR MARKET SALES LLC, as a Grantor

By: Alliant Insurance Services, Inc., the manager of Senior Market Sales LLC

By: 
Name: Ted C. Filley
Title: EVP, Treasurer

MORGAN STANLEY SENIOR FUNDING, INC.
as the Agent

By:  _____

Name: Ethan Plater

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Description	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Senior Market Sales	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,378,368	8/6/2013
SMS Logo	Design	Senior Market Sales, Inc.	N/A	N/A	4,204,671	9/11/2012
App By Email	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,333,046	5/7/2013
AICOE	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,578,852	8/5/2014
Lead Advantage	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,694,337	3/3/2015
Lead AdvantagePro	Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,418,466	3/6/2018
Lead AdvantagePro	Design	Senior Market Sales, Inc.	N/A	N/A	5,930,816	12/10/2019
Call, Click, Mail or Meet	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,292,922	2/19/2013
Total Social Security	Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,076,047	11/8/2016
Total Social Security	Design	Senior Market Sales, Inc.	N/A	N/A	5,077,992	11/8/2016
Total Social Security	Design	Senior Market Sales, Inc.	N/A	N/A	5,076,046	11/8/2016
Total Social Security	Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,077,993	11/8/2016
Social Security School	Word Mark & Design	Senior Market Sales, Inc.	N/A	N/A	4,674,231	1/20/2015
Medicare Insurance Direct	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,370,168	7/16/2013
Medicare Insurance Direct	Design	Senior Market Sales, Inc.	N/A	N/A	4,409,336	10/1/2013
Medicare MarketPlace	Word Mark	Senior Market Sales, Inc.	N/A	N/A	3,835,822	8/17/2010
Ins fire	Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,541,288	8/14/2018

Trademark	Description	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Ins fire	Design & Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,670,549	2/5/2019
Travel Insurance Center	Word Mark & Design	Senior Market Sales, Inc.	N/A	N/A	4,402,330	9/17/2013
Travel Insurance Center	Design No. 2	Senior Market Sales, Inc.	N/A	N/A	5,368,784	1/2/2018
Travel Insurance Center	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,330,168	5/7/2019
Policy Picker	Word Mark	Senior Market Sales, Inc.	N/A	N/A	4,398,441	9/10/2013
Income Architech	Word Mark	Senior Market Sales, Inc.	N/A	N/A	5,854,554	9/10/2019
Income Architech	Design	Senior Market Sales, Inc.	N/A	N/A	5,854,553	9/10/2019
Futurity First	Word Mark	Futurity First Insurance Group Inc.	N/A	N/A	4,889,316	1/19/2016
Interlocking White Fs (Box Design)	Design	Futurity First Insurance Group Inc.	N/A	N/A	4,981,279	6/21/2016
Interlocking B/W Fs	Design	Futurity First Insurance Group Inc.	N/A	N/A	4,981,280	6/21/2016
Interlocking 8/W Fs with "Futurity First"	Design	Futurity First Insurance Group Inc.	N/A	N/A	4,981,281	6/21/2016
Futurity First Retirement Life Health	Design	Futurity First Insurance Group Inc.	N/A	N/A	5,149,679	2/28/2017
Futurity First Objectivity Innovation Support (Simple)	Design	Futurity First Insurance Group Inc.	N/A	N/A	4,889,315	1/19/2016
Futurity First Objectivity Innovation Support (White Fs)	Design	Futurity First Insurance Group Inc.	N/A	N/A	4,981,283	6/21/2016

Trademark	Description	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Insuractive	Word Mark	Insuractive, Inc.	N/A	N/A	4,128,663	4/17/2012
Insuractive	Design No. 1	Insuractive, Inc.	N/A	N/A	4,128,592	4/17/2012
Insuractive	Design No. 2	Insuractive, Inc.	N/A	N/A	6,167,724	7/21/2020
Medicare BackOffice	Word Mark & Design	Insuractive, Inc.	N/A	N/A	4,762,879	6/30/2015
Medicare BackOffice	Word Mark	Insuractive, Inc.	N/A	N/A	4,706,639	3/24/2013
Medicare BackOffice	Word Mark	Insuractive, Inc.	N/A	N/A	4,412,940	10/8/2013
Life Insurance Marketplace	Word Mark	Insuractive, Inc.	N/A	N/A	4,792,309	8/11/2015