

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONSBENEFITS, LLC		08/20/2021	Limited Liability Company: FLORIDA
NATIONSOTC LLC		08/20/2021	Limited Liability Company: FLORIDA
NATIONSHEARING IPA, LLC		08/20/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC,		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6120244	NATIONSBENEFITS	
Registration Number:	6054915	NATIONSOTC	
Serial Number:	88913897	NATIONSRESPONSE	
Serial Number:	88725357	DIGITAL HEARING CENTER	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<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:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	95247.00065		

CH \$115.00 6120244

NAME OF SUBMITTER:	Terrence G. Boyle
SIGNATURE:	/s/ Terrence G. Boyle
DATE SIGNED:	08/23/2021
Total Attachments: 5 source=Monroe_Nations Benefit - Trademark Security Agreement Executed#page1.tif source=Monroe_Nations Benefit - Trademark Security Agreement Executed#page2.tif source=Monroe_Nations Benefit - Trademark Security Agreement Executed#page3.tif source=Monroe_Nations Benefit - Trademark Security Agreement Executed#page4.tif source=Monroe_Nations Benefit - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of August 20, 2021, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, 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. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, 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 and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
2. all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms 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 Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

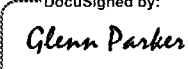
"Proceeds" means all "proceeds" as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

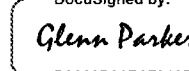
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

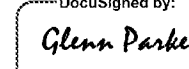
NATIONSBENEFITS, LLC,
a Florida limited liability company,
as a Grantor

By: 
Name: Glenn Parker
Title: Chief Executive Officer

NATIONSOTC LLC,
a Florida limited liability company,
as a Grantor

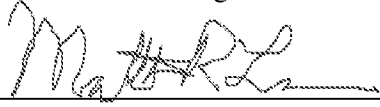
By: 
Name: Glenn Parker
Title: Chief Executive Officer

NATIONSHEARING IPA, LLC,
a New York limited liability company,
as a Grantor

By: 
Name: Glenn Parker
Title: Chief Executive Officer

Acknowledged:

**MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Administrative Agent**

By:  _____

Name: Matthew Lane

Title: Deputy Head of Underwriting, Direct Investments

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Application or Registration Number	Date of Filing or Issuance	Registered Owner
NationsBenefits	Application Number: 88496901 Registration Number: 6120244	Date of Application: 7/1/19 Date of Registration: 10/10/17	NATIONSBENEFITS, LLC
NationsResponse	Application Number: 88913897 Registration Number: N/A	Date of Application: 5/13/20 Date of Registration: N/A	NATIONSBENEFITS, LLC
NationsOTC	Application Number: 88473308 Registration Number: 6054915	Date of Application: 6/14/19 Date of Registration: 8/4/20	NATIONSOTC LLC
Digital Hearing Center	Application Number: 88725357 Registration Number: N/A	Date of Application: 12/12/19 Date of Registration: N/A	NationsHearing IPA, LLC