

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advisors Excel, LLC		12/20/2021	Limited Liability Company: KANSAS
Advisors Tech, LLC		12/20/2021	Limited Liability Company: KANSAS
Go-Modern, LLC		12/20/2021	Limited Liability Company: KANSAS

RECEIVING PARTY DATA

Name:	Truist Bank
Street Address:	303 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Chartered Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5322635	A ADVISORS TECH
Registration Number:	5322662	A ADVISORS TECH
Registration Number:	5322637	A
Registration Number:	5334682	ADVISORS EXCEL
Registration Number:	5456904	
Registration Number:	5456905	ADVISORS EXCEL
Registration Number:	5456906	
Registration Number:	5697333	AE LIFE
Registration Number:	5697334	L
Registration Number:	6022994	ADVISORS EXCEL STUDIOS
Registration Number:	6023770	ADVISORS EXCEL STUDIOS
Registration Number:	5900650	GO MODERN
Registration Number:	6018918	
Serial Number:	88892813	L
Serial Number:	90375315	WORLD SERIES OF SUCCESS

CH \$390.00 5322635

CORRESPONDENCE DATA**Fax Number:** 7044441111*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:** 704-444-1124**Email:** elaine.hunt@alston.com**Correspondent Name:** Michele M. Glessner**Address Line 1:** Alston & Bird LLP**Address Line 2:** 101 South Tryon Street, Suite 4000**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	12/27/2021

Total Attachments: 5

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 20, 2021, made by ADVISORS EXCEL, LLC, a Kansas limited liability company ("AE"), ADVISORS TECH, LLC, a Kansas limited liability company ("Advisors"), and GO-MODERN, LLC, a Kansas limited liability company ("Go-Modern" and together with AE and Advisors, collectively, the "Grantors"), in favor of TRUIST BANK, as Collateral Agent (the "Agent") for the Lenders that are parties to the Amended and Restated Credit Agreement, dated as of the date hereof, by and among Advisors Excel Holdings, LLC, each of the Grantors, as a Guarantor, the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors and the other parties thereto have executed and delivered a Security Agreement, dated as of November 1, 2017, in favor of the Agent (together with (i) that certain Reaffirmation Agreement dated as of the date hereof made by the Grantors in favor of the Agent in connection therewith and (ii) any other amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its intellectual property, including the trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees 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. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to

Liens permitted under the Credit Agreement) and to all trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the trademarks 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.


5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Agent may also require that any such documents and signatures delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic transmission.

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IN WITNESS WHEREOF, the Grantors 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.


ADVISORS EXCEL, LLC, as Grantor

By: 
Name: David Callanan
Title: Founder

ADVISORS TECH, LLC, as Grantor

By: 
Name: David Callanan
Title: Founder

GO-MODERN, LLC, as Grantor

By: 
Name: David Callanan
Title: Founder