

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900663031
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pre-Paid Legal Services, Inc.		12/15/2021	Corporation: OKLAHOMA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Second Lien collateral agent
Street Address:	200 Vesey Street, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5750880	L LAUNCH BY LEGALSHIELD
Registration Number:	5745457	L LAUNCH BY LEGALSHIELD
Registration Number:	6121690	L LADIES OF JUSTICE BY L LEGALSHIELD
Registration Number:	6389683	L LEGALSHIELD EN ESPAÑOL
Registration Number:	5649294	A LAW FIRM IN THE PALM OF YOUR HAND
Registration Number:	5438301	L LEGALSHIELD
Registration Number:	5453016	L LEGALSHIELD
Registration Number:	5559248	I IDSHIELD
Registration Number:	5335345	LAUNCH BY LEGALSHIELD
Registration Number:	5335344	LAUNCH BY LEGALSHIELD
Registration Number:	5335343	LAUNCH BY LEGALSHIELD
Registration Number:	5325438	ID THEFT DEFENSE
Registration Number:	5757984	IDSHIELD PLUS
Registration Number:	4999041	IDSHIELD
Registration Number:	4715194	SUCCEED CRM
Registration Number:	4965193	LEGALSHIELD BUSINESS SOLUTIONS
Registration Number:	5329944	LEGALSHIELD ADVANTAGE

TRADEMARK

900678937

REEL: 007619 FRAME: 0284

Property Type	Number	Word Mark
Registration Number:	4397448	PLATINUM WORLD
Registration Number:	4325139	LEGALSHIELD
Registration Number:	4302873	LEGALSHIELD
Registration Number:	4354563	LEGALSHIELD
Registration Number:	2918346	PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL
Serial Number:	90798834	PPLSI
Serial Number:	90661898	IDSHIELD
Serial Number:	90662199	LEGALSHIELD
Serial Number:	90327149	THE LEGALSHIELD ECONOMIC STRESS INDEX

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946-00045
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/02/2022

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2021 (this “Agreement”), between each entity listed on the signature pages hereto (each, a “Grantor”, and collectively, the “Grantors”) and ROYAL BANK OF CANADA, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among PPL HOLDINGS CORP., a Delaware corporation (“Holdings”), PRE-PAID LEGAL SERVICES, INC., an Oklahoma corporation (the “Borrower”), the Lenders party thereto and ROYAL BANK OF CANADA, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.


SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

PRE-PAID LEGAL SERVICES, INC., as
Grantor

By 
Name: Scott Grissom
Title: Chief Financial Officer

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

ROYAL BANK OF CANADA, as Second
Lien Collateral Agent

By: 

Name: **Helena Sadowski**

Title: **Manager, Agency**

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
PPLSI	PRE-PAID LEGAL SERVICES, INC.	90798834	28-JUN-2021		
IDSHIELD	PRE-PAID LEGAL SERVICES, INC.	90661898	21-APR-2021		
LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	90662199	21-APR-2021		
THE LEGALSHIELD ECONOMIC STRESS INDEX	PRE-PAID LEGAL SERVICES, INC.	90327149	18-NOV- 2020		
L LAUNCH BY LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	88140025	02-OCT- 2018	5750880	14-May-19
L LAUNCH BY LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	88138837	01-OCT- 2018	5745457	7-May-19
L LADIES OF JUSTICE BY L LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	88129343	24-SEP-2018	6121690	11-Aug-20
L LEGALSHIELD EN ESPAÑOL	PRE-PAID LEGAL SERVICES, INC.	88034985	12-JUL-2018	6389683	15-Jun-21
A LAW FIRM IN THE PALM OF YOUR HAND	PRE-PAID LEGAL SERVICES, INC.	88021214	29-JUN-2018	5649294	8-Jan-19
L LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	87619326	22-SEP-2017	5438301	3-Apr-18
L LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	87619321	22-SEP-2017	5453016	24-Apr-18
I IDSHIELD	PRE-PAID LEGAL SERVICES, INC.	87619329	22-SEP-2017	5559248	11-Sep-18
LAUNCH BY LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	87425049	25-APR-2017	5335345	14-Nov-17

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
LAUNCH BY LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	87425044	25-APR-2017	5335344	14-Nov-17
LAUNCH BY LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	87425035	25-APR-2017	5335343	14-Nov-17
ID THEFT DEFENSE	PRE-PAID LEGAL SERVICES, INC.	87193937	05-OCT-2016	5325438	31-Oct-17
IDSHIELD PLUS	PRE-PAID LEGAL SERVICES, INC.	86932175	08-MAR-2016	5757984	21-May-19
IDSHIELD	PRE-PAID LEGAL SERVICES, INC.	86444380	04-NOV-2014	4999041	12-Jul-16
SUCCEED CRM	PRE-PAID LEGAL SERVICES, INC.	86324746	30-JUN-2014	4715194	7-Apr-15
LEGALSHIELD BUSINESS SOLUTIONS	PRE-PAID LEGAL SERVICES, INC.	86319215	24-JUN-2014	4965193	24-May-16
LEGALSHIELD ADVANTAGE	PRE-PAID LEGAL SERVICES, INC.	86195685	17-FEB-2014	5329944	7-Nov-17
PLATINUM WORLD	PRE-PAID LEGAL SERVICES, INC.	85660108	25-JUN-2012	4397448	3-Sep-13
LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	85395208	11-AUG-2011	4325139	23-Apr-13
LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	85975819	29-JUL-2011	4302873	12-Mar-13
LEGALSHIELD	PRE-PAID LEGAL SERVICES, INC.	85384905	29-JUL-2011	4354563	18-Jun-13
PRE-PAID LEGAL SERVICES "JUSTICE FOR ALL"	PRE-PAID LEGAL SERVICES, INC.	76417737	04-JUN-2002	2918346	18-Jan-05