

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIGAP LIFE, LLC		05/11/2022	Limited Liability Company: FLORIDA
SENIOR SAVINGS NETWORK, LLC		05/11/2022	Limited Liability Company: SOUTH CAROLINA
VELOX INSURANCE, LLC		05/11/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4340280	SENIOR SAVINGS NETWORK	
Registration Number:	5523101	MEDICARE AGENT TRAINING	
Registration Number:	4229486	VELOX INSURANCE	
Registration Number:	6028074	VELOX INSURANCE	
Registration Number:	6029167	VELOX INSURANCE	
Registration Number:	3605929	VELOX	
Registration Number:	5954236	VELOX TAX SERVICE	
Serial Number:	90772361	AGE COMFORTABLY	
Serial Number:	90772375	MEDICARE REFERRAL NETWORK	
Serial Number:	90772340	MEDIGAP LIFE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		

CH \$265.00 4340280

Email: jnull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 065664/0007

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 05/17/2022

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 11, 2022, is made by **MEDIGAP LIFE, LLC**, a Florida limited liability company, **SENIOR SAVINGS NETWORK, LLC**, a South Carolina limited liability company and **VELOX INSURANCE, LLC**, a Georgia 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. Authorization. Each Grantor represents and warrants to the Agent and the other Secured Parties that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to general equitable principles and principles of good faith and fair dealing.

6. Counterparts; Electronic Signatures. 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. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignment and assumption agreements, amendments or other modifications, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, 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; provided, that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it.

7. 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.

MEDIGAP LIFE, LLC,
as a Grantor

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

SENIOR SAVINGS NETWORK, LLC,
as a Grantor

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

VELOX INSURANCE, LLC,
as a Grantor

By: _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

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.

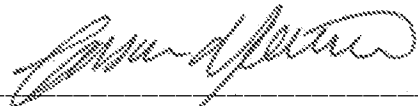
MEDIGAP LIFE, LLC,
as a Grantor

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

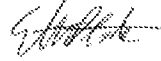
SENIOR SAVINGS NETWORK, LLC,
as a Grantor

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

VELOX INSURANCE, LLC,
as a Grantor

By:  _____
Name: Cesar Soriano
Title: Chairman and Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Agent



By: _____

Name: Ethan Plater

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
AGE COMFORTABLY	MEDIGAP LIFE, LLC	90772361	14-JUN-2021	N/A	N/A
MEDICARE REFERRAL NETWORK	MEDIGAP LIFE, LLC	90772375	14-JUN-2021	N/A	N/A
MEDIGAP LIFE	MEDIGAP LIFE, LLC	90772340	14-JUN-2021	N/A	N/A
SENIOR SAVING NETWORK	SENIOR SAVINGS NETWORK, LLC	85800935	12-DEC-2012	4340280	21-MAY-2013
MEDICARE AGENT TRAINING	SENIOR SAVINGS NETWORK, LLC	87679556	10-NOV-2017	5523101	24-JUL-2018
VELOX INSURANCE & DESIGN	VELOX INSURANCE, LLC	85556155	29-FEB-2012	4229486	23-OCT-2012
VELOX INSURANCE & DESIGN	VELOX INSURANCE, LLC	88607802	6-SEP-2019	6028074	7-APR-2020
VELOX INSURANCE	VELOX INSURANCE, LLC	88637302	1-OCT-2019	6029167	7-APR-2020
VELOX	VELOX INSURANCE, LLC	77566922	10-SEP-2008	3605929	14-APR-2009
VELOX TAX SERVICES	VELOX INSURANCE, LLC	88476264	17-JUN-2019	5954236	7-JAN-2020