

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Populus Financial Group, Inc.		03/17/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1156 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6887906	YOUR FINANCIAL DOOR TO MORE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	1-617-523-2700		
Email:	susan.dinicola@hklaw.com,meerna.dalal@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	03/27/2023		
Total Attachments: 4			
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OP \$40.00 6887906

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 17, 2023 is made by POPULUS FINANCIAL GROUP, INC., a Texas corporation (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a borrower under the Amended and Restated Credit Agreement dated as of December 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Holdings, Borrower, the Lenders, Administrative Agent and Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor and each other Person party thereto as a “Grantor” have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of December 17, 2020, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor pledged, granted and/or reaffirmed to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property of the Grantor, including the Trademarks; and WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Third Amendment, and the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 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 or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 Collateral Agreement and is expressly subject to the terms and conditions

thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) is in full force and effect on the date hereof.

SECTION 4. Acknowledgment. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date first written above.

POPULUS FINANCIAL GROUP, INC.
as Grantor

By: 

Name: Spencer Williams

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008017 FRAME: 0288

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Owner	Status	Country/State	Serial No.	Registration No./Registration Date
YOUR FINANCIAL DOOR TO MORE	Populus Financial Group, Inc.	Registered	United States of America	90897810	6887906/ Nov-1-2022