

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM798283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allsup, LLC		03/27/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 W. Madison, Ste. 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97595321	ALLSUP	
Serial Number:	97432835	DISABILITY FINANCIAL MANAGEMENT	
Serial Number:	97487415	DISABILITY FINANCIAL SOLUTIONS	
Serial Number:	97395406	TRUST ALLSUP TO TELL YOUR STORY	
Serial Number:	97595319		
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven C. Drapekin		
Address Line 1:	Lewis Rice LLC		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Michelle Chapman		
SIGNATURE:	/Michelle Chapman/		
DATE SIGNED:	03/28/2023		
Total Attachments: 5			

OP \$140.00 97595321

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is dated as of March 27, 2023, and is by Allsup, LLC, formerly known as Allsup, Inc. (“Grantor”), in favor of CIBC Bank USA (“Lender”).

RECITALS

A. Grantor, Allsup Healthcare Insurance Services, LLC, an Illinois limited liability company, Allsup Services, Inc., an Illinois corporation, Allsup Employment Services, LLC, an Illinois limited liability company, Benefits Coordination Services, LLC, an Illinois limited liability company, and Allsup Holdings, Inc., an Illinois corporation (individually and collectively, the “Borrower”), dated as of October 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations::

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, 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, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Allsup, LLC

By: John D. Harkins
Print Name: John D. Harkins
Title: Vice President

Acknowledged:

CIBC Bank USA

By: _____
Print Name: Edward Dehner
Title: Managing Director


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Allsup, LLC

By: _____
Print Name: _____
Title: _____

Acknowledged:

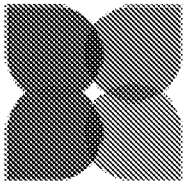
CIBC Bank USA

By:  _____
Print Name: Edward Dehner
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Registered Trademarks

Mark	Serial Number	Filing Date	Allowance Date	Country
ALLSUP (Word Mark)	97-595,321	9/16/2022	N/A	United States of America
DISABILITY FINANCIAL MANAGEMENT	97-432,835	5/27/2022	N/A	United States of America
DISABILITY FINANCIAL SOLUTIONS	97-487,415	7/3/2022	N/A	United States of America
TRUST ALLSUP TO TELL YOUR STORY	97-395,406	5/4/2022	N/A	United States of America
 ** DESIGN ONLY**	97-595,319	9/16/2022	N/A	United States of America