

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PENSIONMARK FINANCIAL GROUP, LLC		05/26/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MACQUARIE CAPITAL FUNDING LLC		
Street Address:	125 WEST 55TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6270483	SMARTMAP	
Registration Number:	5560143	SMARTKEY	
Registration Number:	5560145	SMARTKEY	
Registration Number:	5213826	SMART LIFECYCLE	
Registration Number:	5159523	SMARTLIFECYCLE	
Registration Number:	4311685	PENSIONMARK	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9715		
Email:	ypan@proskauer.com		
Correspondent Name:	Kathryn Potter		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	51672.025		
NAME OF SUBMITTER:	Kathryn Potter		
SIGNATURE:	/Kathryn Potter/		

CH \$165.00 6270483

DATE SIGNED:	05/26/2023
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Total Attachments: 7

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- source=Trademark Security Agreement (Executed) (Macquarie)#page2.tif
- source=Trademark Security Agreement (Executed) (Macquarie)#page3.tif
- source=Trademark Security Agreement (Executed) (Macquarie)#page4.tif
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as 26th of May, 2023, is made by the Grantor (as identified below), in favor of MACQUARIE CAPITAL FUNDING LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, PENSIONMARK FINANCIAL GROUP, LLC, a limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security Agreement dated as of April 1, 2020 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENSIONMARK FINANCIAL GROUP, LLC

DocuSigned by:



By:

Name: Richard Eknoian

Title: Chief Executive Officer

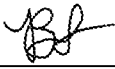
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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





Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent

By: 
Name: Althea Henedige
Title: Authorized Signatory

By: 
Name: Benjamin Solum
Title: Authorized Signatory

**REGISTERED TRADEMARKS
PENSIONMARK FINANCIAL GROUP, LLC**

Trademark	Image	Owner Name/ Grantor	Class	Application Number	Registration Number	Registration Date	Status
SMARTMAP Cross References: SMART MAP		PENSIONMARK FINANCIAL GROUP, LLC	36 41 42	App 90021052	Reg 6270483	February 16, 2021	Registered
SMARTKEY Cross References: SMART KEY		PENSIONMARK FINANCIAL GROUP, LLC	35 36	App 87772454	Reg 5560143	September 11, 2018	Registered
SMARTKEY Cross References: SMART KEY		PENSIONMARK FINANCIAL GROUP, LLC	35 36	App 87722493	Reg 5560145	September 11, 2018	Registered
SMART LIFE CYCLE Cross References: SMART LIFE CYCLE		PENSIONMARK FINANCIAL GROUP, LLC	36	App 87213892	Reg 5213826	May 30, 2017	Registered
SMART LIFE CYCLE Cross References: SMART LIFE CYCLE		PENSIONMARK FINANCIAL GROUP, LLC	36	App 87082217	Reg 5159523	March 14, 2017	Registered
PENSIONMARK Cross References: PENSION MARK		PENSIONMARK FINANCIAL GROUP, LLC	36 41 45	App 85536375	Reg 4311685	April 2, 2013	Renewed

TRADEMARK APPLICATIONS
PENSIONMARK FINANCIAL GROUP, LLC

None.

Exhibit - B

ACTIVE/123372452.4

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EXCLUSIVE LICENSES
PENSIONMARK FINANCIAL GROUP, LLC

None.

Exhibit - C

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RECORDED: 05/26/2023

TRADEMARK
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