

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parady Financial Group, LLC		09/06/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	100 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	97564108	PARADY CARES FOUNDATION	
Serial Number:	97563881	PARADY FINANCIAL GROUP, INC.	
Serial Number:	97550322	MODERN INCOME 101	
Serial Number:	97550315	MODERN TAXES 101	
Serial Number:	97549267	THE LEARNING LOUNGE	
Serial Number:	97564339	PARADY FINANCIAL GROUP, INC. YOUR LIFE,	
Serial Number:	97564123	THE LEARNING LOUNGE	
Serial Number:	97305864	UNTAXING YOUR IRAS	
Serial Number:	88728284	MODERN ANNUITIES 101	
Serial Number:	88721350	UNSTRESS YOUR RETIREMENT	
Serial Number:	88721329	UNTAX YOUR RETIREMENT	
Serial Number:	88327606	UNSTRESSING YOUR RETIREMENT	
Serial Number:	88327791	UNTAXING YOUR RETIREMENT	
Serial Number:	87781548	MAKE YOUR NEXT 10, YOUR BEST 10!	
Serial Number:	87352826	PARADY LIFE & ANNUITY	
Serial Number:	87351501	PARADY CARES FOUNDATION	
Serial Number:	87348793	PARADY	
Serial Number:	86541401	RETIREMENT LEARNING LOUNGE	
Serial Number:	86332836	PARADY LEARNING LOUNGE	
		TRADEMARK	

CORRESPONDENCE DATA**Fax Number:**

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: 3129932652**Email:** heather.poitras@lw.com**Correspondent Name:** Heather Poitras**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	053644-0227
NAME OF SUBMITTER:	Heather Poitars
SIGNATURE:	/hp/
DATE SIGNED:	09/15/2023

Total Attachments: 5

source=RSC - Trademark Security Agreement (Parady Financial Group LLC)#page1.tif

source=RSC - Trademark Security Agreement (Parady Financial Group LLC)#page2.tif

source=RSC - Trademark Security Agreement (Parady Financial Group LLC)#page3.tif

source=RSC - Trademark Security Agreement (Parady Financial Group LLC)#page4.tif

source=RSC - Trademark Security Agreement (Parady Financial Group LLC)#page5.tif

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of September 6, 2023, made by Parady Financial Group, LLC, a Florida limited liability company (the "Grantor"), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Credit Agreement), as applicable (in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 1, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among RSC Insurance Brokerage, Inc., a Delaware corporation, RSC Parent, Inc., a Delaware corporation ("Holding"), RSC Acquisition, Inc., a Delaware corporation (the "Parent Borrower"), the other Subsidiary Borrowers from time to time party thereto, the Agent and the other parties from time to time party thereto, the Lenders have severally agreed to make the Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holding, the Parent Borrower and certain other Subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 1, 2019, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, 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 of which is hereby acknowledged, and in order to induce the Secured Parties to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of business, pursuant to the Guarantee and Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the

Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, 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 of the Grantor, except that no security interest is or will be granted pursuant to the Guarantee and Collateral Agreement or pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Holding, a Subsidiary of Holding or any Borrower or an Affiliate of any of the foregoing for so long as, and to the extent that, the granting of such a security interest pursuant to the Guarantee and Collateral Agreement or pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. To the extent that there is any conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control in all respects. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

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 Trademarks are more fully set forth in the Credit Agreement and the Guarantee and 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.

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

* * *

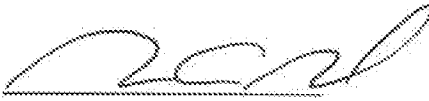
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

PARADY FINANCIAL GROUP, LLC, as
Grantor

By: Sharon Edwards
Name: Sharon Edwards
Title: Treasurer and Chief Financial
Officer

GOLUB CAPITAL MARKETS LLC,
as Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008202 FRAME: 0127

SCHEDULE I

Trademark	Application Number	Application Date	Registration Number	Registration Date	Registrant
PARADY CARES FOUNDATION	97564108	8/25/2022	--	--	Parady Financial Group, LLC
PARADY FINANCIAL GROUP INC.	97563881	8/25/2022	--	--	Parady Financial Group, LLC
MODERN INCOME 101	97550322	8/16/2022	--	--	Parady Financial Group, LLC
MODERN TAXES 101	97550315	8/16/2022	--	--	Parady Financial Group, LLC
THE LEARNING LOUNGE	97549267	8/15/2022	--	--	Parady Financial Group, LLC
PARADY FINANCIAL GROUP INC. YOUR LIFE YOUR WAY	97564339	8/25/2022	--	--	Parady Financial Group, LLC
THE LEARNING LOUNGE	97564123	8/25/2022	--	--	Parady Financial Group, LLC
UNTAXING YOUR IRAS	97305864	3/10/2022	6839529	6/21/2022	Parady Financial Group, LLC
MODERN ANNUITIES 101	88728284	12/16/2019	6852878	7/28/2020	Parady Financial Group, LLC
UNSTRESS YOUR RETIREMENT	88721350	12/10/2019	6095320	7/7/2020	Parady Financial Group, LLC
UNTAX YOUR RETIREMENT	88721329	12/10/2019	6095319	4/21/2020	Parady Financial Group, LLC
UNSTRESSING YOUR RETIREMENT	88327606	3/6/2019	5992488	6/25/2019	Parady Financial Group, LLC
UNTAXING YOUR RETIREMENT	88327791	3/6/2019	5992490	6/25/2019	Parady Financial Group, LLC
MAKE YOUR NEXT 10 YOUR BEST 10!	87781548	2/2/2018	6024659	6/19/2018	Parady Financial Group, LLC
PARADY LIFE & ANNUITY	87352826	2/28/2017	5421607	3/13/2018	Parady Financial Group, LLC
PARADY CARES FOUNDATION	87351501	2/27/2017	5309909	10/17/2017	Parady Financial Group, LLC
PARADY	87348793	2/24/2017	5421581	3/13/2018	Parady Financial Group, LLC
RETIREMENT LEARNING LOUNGE	86541401	2/20/2015	4989644	8/6/28/2016	Parady Financial Group, LLC
PARADY LEARNING LOUNGE	86332836	7/9/2014	5037002	9/6/2016	Parady Financial Group, LLC