# CH \$190.00 696015

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

c Version v1.1 ETAS ID: TM852325

NATURE OF CONVEYANCE: Grant of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunshine Life & Health Advisors, LLC.		11/07/2023	Limited Liability Company: FLORIDA
Living Secure Insurance Advisors, LLC		11/07/2023	Limited Liability Company: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	Wilmington Trust, National Association, as notes collateral agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	6960152	LAS MADRINAS DE LOS SEGUROS
Registration Number:	6364911	LAS MADRINAS MEDICAL CENTERS
Registration Number:	5985417	STATESIDE
Registration Number:	5422720	LAS MADRINAS DE LA SALUD
Registration Number:	5332995	ASEGURATE CON LAS MADRINAS
Registration Number:	5362536	LAS MADRINAS
Registration Number:	5199441	SI TU SEGURO QUIERES RENOVAR, EN LAS MAD

#### **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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1185176-0011-S216

TRADEMARK
REEL: 008254 FRAME: 0392

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/09/2023

#### **Total Attachments: 5**

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TRADEMARK REEL: 008254 FRAME: 0393

# GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 7, 2023, is made by SUNSHINE LIFE & HEALTH ADVISORS, LLC., a Florida limited liability company, and LIVING SECURE INSURANCE ADVISORS, LLC, a Florida limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of Wilmington Trust, National Association, solely in its capacity as notes collateral agent (in such capacity, the "Agent") in connection with that certain Indenture, dated as of February 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among Alliant Holdings Intermediate, LLC, a California limited liability company (the "Issuer"), Alliant Holdings Co-Issuer, Inc., a California corporation (the "Co-Issuer", and together with the Issuer, the "Issuers"), the Guarantors party thereto, Wilmington Trust, National Association, as trustee, and the Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Indenture, the Issuers have issued Senior Secured Notes due 2028 (the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, each Grantor and any Guarantors that become a party thereto have executed and delivered a Security Agreement, dated as of February 13, 2023 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 Holders to acquire their respective Notes under the Indenture, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. 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 Indenture or the Security Agreement, as applicable.
- 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 Secured Obligations; provided, that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each 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. <u>Purpose</u>. 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 Agent on behalf of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The

TRADEMARK REEL: 008254 FRAME: 0394 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. <u>Acknowledgment</u>. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent and the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Indenture 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 shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.
- 5. <u>Counterparts</u>. 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.
- 6. <u>Governing Law</u>: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.
- 7. Concerning the Agent. Wilmington Trust, National Association is entering into this Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges, immunities and indemnities were set forth herein. The Agent shall have the right (but not the obligation) hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Agreement, the Security Agreement and the Indenture. In furtherance of the foregoing provisions of this Section 7, each Secured Party, by its acceptance of the Notes, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, except to the extent specifically set forth in Article 14 of the Indenture, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Agent for the ratable benefit of the Secured Parties in accordance with the terms of this Section 7. Each Secured Party, by its acceptance of the benefits hereof, agrees that any action taken by the Agent in accordance with the provisions of the Indenture, the Security Agreement and this Agreement, and the exercise by the Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized and binding upon all Secured Parties. The Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Grantors.

AMERICAS 125463686

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.

SUNSHINE LIFE & HEALTH ADVISORS, LLC.

as a Grantor

By: Name: Ted C. Filley

Title: Executive Vice President and Treasurer

LIVING SECURE INSURANCE ADVISORS, LLC,

as a Grantor

y: \_\_\_\_\_\_**\ \ \ \ \ \ \ \ \** 

Title: Executive Vice President and Treasurer

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## WILMINGTON TRUST, NATIONAL ASSOCIATION,

as the Agent

By: Kaun Ferry Name: Karen Ferry Title: Vice President

# **SCHEDULE A**

# **U.S. Trademark Registrations and Applications**

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
LAS MADRINAS DE LOS SEGUROS	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	90793505	24-JUN-2021	6960152	24-JAN-2023
LAS MADRINAS MEDICAL CENTERS	SUNSHINE LIFE & HEALTH ADVISORS LLC.	88329916	07-MAR-2019	6364911	25-MAY-2021
STATESIDE	SUNSHINE LIFE & HEALTH ADVISORS, LLC.	88082289	17-AUG-2018	5985417	11-FEB-2020
LAS MADRINAS DE LA SALUD	SUNSHINE LIFE & HEALTH ADVISORS LLC.	87555307	03-AUG-2017	5422720	13-MAR-2018
ASEGURATE CON LAS MADRINAS	SUNSHINE LIFE & HEALTH ADVISORS LLC.	87190279	30-SEP-2016	5332995	14-NOV-2017
LAS MADRINAS	LIVING SECURE INSURANCE ADVISORS, LLC	87190296	30-SEP-2016	5362536	26-DEC-2017
SI TU SEGURO QUIERES RENOVAR, EN LAS MADRINAS PUEDES CONFIAR!	SUNSHINE LIFE & HEALTH ADVISORS LLC.	87190302	30-SEP-2016	5199441	09-MAY-2017

**RECORDED: 11/09/2023**