

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI40724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMA FINANCIAL NETWORK, LLC		01/31/2024	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	ACQUIOM AGENCY SERVICES LLC, as Collateral Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	90171885	MOCAAT	
Serial Number:	90171888	MISSOURI CAPITAL ASSET ADVANTAGE TREASURY	
Serial Number:	90172320	MOCAAT	
Serial Number:	88955194	FINANCIAL PEACE OF MIND BROUGHT TO YOU BY PMA	
Serial Number:	88956142	FINANCIAL STRATEGIES FOR PEACE OF MIND	
Serial Number:	88928054	MOVING COMMUNITIES FORWARD	
Serial Number:	88928062	FINANCIAL STRATEGIES FOR STRONGER COMMUNITIES	
Serial Number:	88804272	PMA ASSET MANAGEMENT	
Serial Number:	88804435	PMA ASSET MANAGEMENT	
Serial Number:	88804958	PMA FUNDING	
Serial Number:	88804960	PMA SECURITIES	
Serial Number:	88804961	PMA	
Serial Number:	88804980	PMA FINANCIAL NETWORK	
Serial Number:	88219380	IPRIME	
Serial Number:	88219389	IPRIME	
Serial Number:	88219399	ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST	
Serial Number:	86510827	OBJECTIVES-BASED ASSET ALLOCATION	
Serial Number:	86511083	OBAA	

OP \$715.00.00 90171885

Property Type	Number	Word Mark
Serial Number:	77792584	PMA FUNDING
Serial Number:	78969925	PMA
Serial Number:	78897795	PMA FINANCIAL PLANNING PROGRAM
Serial Number:	78897855	PMA FINANCIAL NETWORK
Serial Number:	78897994	PMA PUBLIC FINANCE SPECIALISTS
Serial Number:	78891354	PMA SECURITIES
Serial Number:	78891520	PRUDENT MAN ADVISORS
Serial Number:	78891554	PUBLIC FUND SPECIALISTS
Serial Number:	78859005	PMA FPP
Serial Number:	98116141	OLAP OKLAHOMA LIQUID ASSET POOL OSSBA OKASBO CCOSA OROS

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2272036ks

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 02/21/2024

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 31, 2024, is among the Person listed on the signature pages hereof (the “Grantor”) and Acquiom Agency Services LLC (“Acquiom”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TA PMA MERGER SUB 2, LLC, a Delaware limited liability company (the “Initial Borrower”), PMA PARENT HOLDINGS, LLC, a Delaware limited liability company (the “Company” and, upon the consummation of the Closing Date Merger, the “Borrower”), TA PMA INTERMEDIATE, LLC, a Delaware limited liability company (the “Holdco”) have entered into that certain Credit Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders from time to time party thereto (collectively, the “Lenders” and each, a “Lender”) and Acquiom Agency Services LLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement, dated as of January 31, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance 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, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment or performance, as the case may be, of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be

an original and all of which taken together shall constitute one and the same agreement. The words "execution," "execute", "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PMA FINANCIAL NETWORK, LLC

By:  378C08FA48C7455
Name: Jim Davis
Title: Chief Executive Officer

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: 
Name: Lisa Schutz
Title: Director

SCHEDULE A

Registered Patents

None.

Patent Applications

None.

SCHEDULE B


Registered Trademarks

Name of Mark	Owner	Jurisdiction	Application Number	Registration Number
MOCAAT	PMA Financial Network, LLC	U.S. Federal	90171885	6609481
MISSOURI CAPITAL ASSET ADVANTAGE TREASURY	PMA Financial Network, LLC	U.S. Federal	90171888	6609482
MOCAAT MOCAAT	PMA Financial Network, LLC	U.S. Federal	90172320	6609484
FINANCIAL PEACE OF MIND BROUGHT TO YOU BY PMA	PMA Financial Network, LLC	U.S. Federal	88955194	6221943
FINANCIAL STRATEGIES FOR PEACE OF MIND	PMA Financial Network, LLC	U.S. Federal	88956142	6221947
MOVING COMMUNITIES FORWARD	PMA Financial Network, LLC	U.S. Federal	88928054	6221200
FINANCIAL STRATEGIES FOR STRONGER COMMUNITIES	PMA Financial Network, LLC	U.S. Federal	88928062	6221202
PMA ASSET MANAGEMENT	PMA Financial Network, LLC	U.S. Federal	88804272	6218433
PMA ASSET MANAGEMENT 	PMA Financial Network, LLC	U.S. Federal	88804435	6218434
PMA FUNDING 	PMA Financial Network, LLC	U.S. Federal	88804958	6218435

Name of Mark	Owner	Jurisdiction	Application Number	Registration Number
PMA SECURITIES 	PMA Financial Network, LLC	U.S. Federal	88804960	6218436
PMA 	PMA Financial Network, LLC	U.S. Federal	88804961	6229940
PMA FINANCIAL NETWORK 	PMA Financial Network, LLC	U.S. Federal	88804980	6218437
IPRIME	PMA Financial Network, LLC	U.S. Federal	88219380	5838302
IPRIME 	PMA Financial Network, LLC	U.S. Federal	88219389	5866200
ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST	PMA Financial Network, LLC	U.S. Federal	88219399	5759669
OBJECTIVES- BASED ASSET ALLOCATION	PMA Financial Network, LLC	U.S. Federal	86510827	4903021
OBAA	PMA Financial Network, LLC	U.S. Federal	86511083	4875843
PMA FUNDING	PMA Financial Network, LLC	U.S. Federal	77792584	3939513
PMA	PMA Financial Network, LLC	U.S. Federal	78969925	3516549
PMA FINANCIAL PLANNING PROGRAM	PMA Financial Network, LLC	U.S. Federal	78897795	3628929
PMA FINANCIAL NETWORK	PMA Financial Network, LLC	U.S. Federal	78897855	3628930
PMA PUBLIC FINANCE SPECIALISTS	PMA Financial Network, LLC	U.S. Federal	78897994	3505353

Name of Mark	Owner	Jurisdiction	Application Number	Registration Number
PMA SECURITIES	PMA Financial Network, LLC	U.S. Federal	78891354	3628923
PRUDENT MAN ADVISORS	PMA Financial Network, LLC	U.S. Federal	78891520	3645042
PUBLIC FUND SPECIALISTS	PMA Financial Network, LLC	U.S. Federal	78891554	3524257
PMA FPP	PMA Financial Network, LLC	U.S. Federal	78859005	3723873

Trademark Applications

Name of Mark	Owner	Jurisdiction	Application Number
OLAP OKLAHOMA LIQUID ASSET POOL OSSBA OKASBO CCOSA OROS 	PMA Financial Network, LLC	U.S. Federal	98116141

SCHEDULE C

Registered Copyrights

None.

Exclusive Copyright Licenses

None.