

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM152850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASSOCIATED PENSION CONSULTANTS, LLC		02/26/2024	Limited Liability Company: CALIFORNIA
Prime Pensions, LLC		02/26/2024	Limited Liability Company: DELAWARE
Prime Pensions Northwest, LLC		02/26/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	AUDAX PRIVATE DEBT LLC, as Collateral Agent		
<b>Street Address:</b>	101 Huntington Avenue, 25th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97724634	APC	
<b>Serial Number:</b>	98378247	PRIME PENSIONS	
<b>Serial Number:</b>	87381938	ASSOCIATED PENSION CONSULTANTS	
<b>Serial Number:</b>	97229367	PRIME PENSIONS NORTHWEST, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	<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>		
<b>Phone:</b>	3129932617		
<b>Email:</b>	atoosa.nowrouzi@lw.com		
<b>Correspondent Name:</b>	Atoosa Nowrouzi		
<b>Address Line 1:</b>	C/O Latham and Watkins 330 N Wabash Ave		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	062955-0095 (AN)		
<b>NAME OF SUBMITTER:</b>	Atoosa Nowrouzi		

CH \$115.00.00 97724634

<b>SIGNATURE:</b>	Atoosa Nowrouzi
<b>DATE SIGNED:</b>	02/26/2024
<b>Total Attachments: 5</b> source=(For Filing) Prime Pensions - Intellectual Property Security Agreement (Trademarks) (Executed)#page1.tif source=(For Filing) Prime Pensions - Intellectual Property Security Agreement (Trademarks) (Executed)#page2.tif source=(For Filing) Prime Pensions - Intellectual Property Security Agreement (Trademarks) (Executed)#page3.tif source=(For Filing) Prime Pensions - Intellectual Property Security Agreement (Trademarks) (Executed)#page4.tif source=(For Filing) Prime Pensions - Intellectual Property Security Agreement (Trademarks) (Executed)#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 26, 2024 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of February 26, 2024 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors from time to time party thereto and the Collateral Agent;

**WHEREAS**, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) The Trademarks referred to in Schedule 1 hereto, and all of the goodwill of the business associated with the use thereof and symbolized thereby, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application or any registration issuing therefrom under applicable federal law; and

(b) (i) all rights corresponding to the foregoing throughout the United States, (ii) all rights to sue for past, present and future infringements, misappropriations, dilutions and other violations thereof, and (iii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

**Section 2. Recordation.** Each Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of

this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

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

**PRIME PENSIONS, LLC,  
ASSOCIATED PENSION CONSULTANTS, LLC,  
PRIME PENSIONS NORTHWEST, LLC,  
as Grantors**



By: \_\_\_\_\_  
Name: Scott M. Feit  
Title: Chief Executive Officer

AUDAX PRIVATE DEBT LLC,  
as Collateral Agent




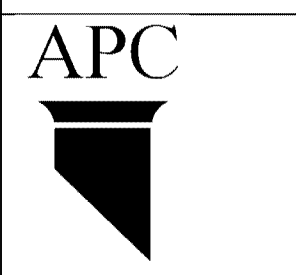
By: \_\_\_\_\_

Name: Blake Loweth

Title: Authorized Signatory

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**United States Trademark Registrations and Applications**

<u>Owner</u>	<u>Mark</u>	<u>Registration / Application No.</u>	<u>Serial No.</u>	<u>Registration / Application Date</u>
Prime Pensions Northwest, LLC		6989936	97229367	February 28, 2023
Associated Pensions Consultants, LLC	“Associated Pension Consultants”	5403648	87381938	February 13, 2018
Prime Pensions, LLC	PRIME PENSIONS	Pending	98378247	January 26, 2024
Associated Pension Consultants, LLC		7303307	97724634	February 13, 2024