

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI65869

<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>
PCS Retirement, LLC		03/01/2024	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6042983	(K)KNOWLEDGE	
<b>Registration Number:</b>	6643247	401(K) SIMPLIFIED	
<b>Registration Number:</b>	2919033	ADVISORPLAN	
<b>Registration Number:</b>	5078290	ADVISORTRUST	
<b>Registration Number:</b>	7025666	ASPIRE A PCS RETIREMENT COMPANY	
<b>Registration Number:</b>	6464512	M MANAGEDPLAN WEALTH MANAGEMENT MEETS RETIREMENT	
<b>Registration Number:</b>	3443300	MANAGEDPLAN	
<b>Registration Number:</b>	6384088	NEXT GENERATION RETIREMENT PLAN SOLUTION	
<b>Registration Number:</b>	3864840	PCS	
<b>Registration Number:</b>	6639258	PCSRETIREMENT	
<b>Registration Number:</b>	6286264	RETIREONTIME	
<b>Registration Number:</b>	6109489	THE NATION'S PREMIER FIDUCIARY RETIREMENT PLATFORM	
<b>Registration Number:</b>	2939921	TPA PLUS+	
<b>Registration Number:</b>	7022477	WHERE GREAT PLANS COME TOGETHER	
<b>Registration Number:</b>	2920822	YOU PICK THE FUNDS...AND WE'LL DO THE REST	
<b>Serial Number:</b>	90575907	ASPIRE	
<b>Serial Number:</b>	90575938	ASPIRE	

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Property Type	Number	Word Mark
Serial Number:	90524353	PCS 401(K) SIMPLIFIED

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 2129693000

**Email:** ypan@proskauer.com, SWalsh@proskauer.com

**Correspondent Name:** Sarah Walsh

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	11668-644
<b>NAME OF SUBMITTER:</b>	Yuming Pan
<b>SIGNATURE:</b>	Yuming Pan
<b>DATE SIGNED:</b>	03/01/2024

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of March 1, 2024 (this “**Trademark Security Agreement**”), by **PCS Retirement, LLC**, a Pennsylvania limited liability company (the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

**WITNESSETH:**

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge,

and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

**PCS RETIREMENT, LLC, as Grantor**

DocuSigned by:

*Michael Coluzzi*

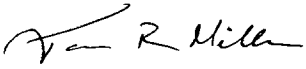
By: \_\_\_\_\_

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Name: Michael Coluzzi

Title: Chief Financial Officer

ARES CAPITAL CORPORATION, as  
Administrative Agent

By: 

Name: James Miller

Title: Authorized Signatory

**Schedule I**  
**Trademark Registrations and Use Applications**

<b>Owner/Loan Party</b>	<b>Trademark</b>	<b>Application / Publication No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Status</b>
PCS Retirement, LLC	(K)NOWLEDGE	87/626,074 / 6042983	09/28/2017	04/28/2020	Registered
PCS Retirement, LLC	401(K) SIMPLIFIED	90524335 / 6643247	02/11/2021	02/15/2022	Registered
PCS Retirement, LLC	ADVISORPLAN	78/345,412 / 2919033	12/24/2003	01/18/2005	Registered
PCS Retirement, LLC	ADVISORTRUST & Triangle Sunburst Design	86/133,789 / 5078290	12/03/2013	11/08/2016	Registered
PCS Retirement, LLC	ASPIRE A PCS RETIREMENT COMPANY & Design	97388175 / 7025666	04/29/2022	04/11/2023	Registered
PCS Retirement, LLC	ASPIRE ACCOUNT	90575907	03/12/2021	N/A	Pending
PCS Retirement, LLC	ASPIRE ACCOUNT & Design	90575938	03/12/2021	N/A	Pending
PCS Retirement, LLC	M MANAGEDPLAN WEALTH MANAGEMENT MEETS RETIREMENT & Design	88817087 / 6464512	03/02/2020	08/24/2021	Registered
PCS Retirement, LLC	MANAGEDPLAN	78/956,717 / 3443300	08/21/2006	06/03/2008	Registered
PCS Retirement, LLC	NEXT GENERATION RETIREMENT PLAN SOLUTION	88960459 / 6384088	06/11/2020	06/15/2021	Registered
PCS Retirement, LLC	PCS	77/354,977 / 3864840	12/18/2007	10/19/2010	Registered
PCS Retirement, LLC	PCS 401(K) SIMPLIFIED	90524353	02/11/2021	N/A	Allowed
PCS Retirement, LLC	PCS RETIREMENT & Design	90758962 / 6639258	06/07/2021	02/08/2022	Registered
PCS Retirement, LLC	RETIREONTIME	88875049 / 6286264	04/16/2020	03/09/2021	Registered

PCS Retirement, LLC	THE NATION'S PREMIER FIDUCIARY RETIREMENT PLATFORM	87/561,259 / 6109489	08/08/2017	07/21/2020	Registered
PCS Retirement, LLC	TPA PLUS+	78/356,398 / 2939921	01/23/2004	04/12/2005	Registered
PCS Retirement, LLC	WHERE GREAT PLANS COME TOGETHER	97214951 / 7022477	01/12/2022	04/11/2023	Registered
PCS Retirement, LLC	YOU PICK THE FUNDS...AND WE'LL DO THE REST	78/352,548 / 2920822	01/15/2004	01/25/2005	Registered