

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RetireUp, Inc.		08/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Agent		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4657416	RETIREUP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	027094-0074		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/27/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 27, 2020 (this “**Agreement**”), among RETIREUP, INC., a Delaware corporation, REPPRO, LLC, a Michigan limited liability company (each, a “**Grantor**” and together, the “**Grantors**”), and CITIBANK, N.A., as collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of February 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among TEGRA118 WEALTH SOLUTIONS, INC. (f/k/a FISERV INVESTMENT SOLUTIONS, INC., a Delaware corporation (the “**Borrower**”), CYPRESS HOLDINGS II, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of February 18, 2020 (as amended by Amendment No. 1, dated as of April 10, 2020, as amended by Amendment No. 2, dated as of June 26, 2020, and as further amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of each Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of each Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by each Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. 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. Each Grantor authorizes and requests that the Commissioner for

Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

RETIREUP, INC.

By: 

Name: Andrew Schwartz

Title: Vice President and Treasurer

REPPRO, LLC

By: RetireUp Holdings Inc.

Its: Sole Member

By: 

Name: Andrew Schwartz


Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007035 FRAME: 0260

CITIBANK, N.A.
as Agent,

By: 
Name: Caesar Wyszomirski
Title: Director & Vice President

Schedule I

United States Trademarks and Trademark Applications

No.	Mark	Registration No./ Registration Date	Renewal Date	Status	Current Owner of Record
1.	REPPRO	4579347 / 5 Aug. 2014	5 Aug 2020	Registered	RepPro, LLC
2.	RETIREUP	4657416 / 16 Dec. 2014	[Paid]	Registered	RetireUp, Inc. ¹

¹ Conversion filed with USPTO on 05/04/2020 from RetireUp, LLC to RetireUp, Inc.