

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifePro Financial Services, Inc.		12/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4971295	LIFEPRO	
Registration Number:	5302086	PROVEN WEALTH STRATEGIES	
Registration Number:	5890151	LIFEPRO	
Registration Number:	6065437	LIFEPRO ASSET MANAGEMENT	
Registration Number:	5890153	LIFEPRO UNIVERSITY	
Registration Number:	6040342	LIFEPRO WEALTH BUILDER IUL SALES ACADEMY	
Registration Number:	5890319	LIFEPRO WEALTH BUILDER	
Registration Number:	6421972	WEALTH BUILDER ACADEMY	
Registration Number:	6197953	LIFEPRO SUMMIT	
Registration Number:	5884699	MARKETPRO	
Registration Number:	6005495	REPROJECT	
Registration Number:	5890154	LIFEPRO PRODUCERS GROUP	
Registration Number:	6040355	RATE	
Registration Number:	6358778	TEST DRIVE AN IUL	
Registration Number:	6155495	INVESTMENT EXPENSE CALCULATOR	
Registration Number:	6203181	YOUR PERSONAL WEALTH REPORT	
Serial Number:	88383082	MSM	
Serial Number:	88383096	REPROJECT. POLICY ANALYSIS AND REVIEW	
Serial Number:	88378452	TEST DRIVE CALCULATOR	

CH \$515.00 4971295

Property Type	Number	Word Mark
Serial Number:	88383166	SS QUICK CALCULATOR

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/30/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2022, (this "Agreement") is made by LifePro Financial Services, Inc. ("Grantor") in favor of Antares Capital, LP ("Antares Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WHEREAS, pursuant to the Credit Agreement, dated as of December 2, 2020 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by Pequod Merger Sub Inc., a Delaware corporation (the "Initial Borrower"; Initial Borrower together with its permitted successors and assigns, including Simplicity Financial Marketing Group Holdings Inc., a Delaware corporation, from and after the consummation of the Closing Date Acquisition, the "Borrower"), Pequod Midco Inc., a Delaware corporation ("Holdings"), as a Guarantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 2, 2020 in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIFEPRO FINANCIAL SERVICES, INC.

By: *Mitchell Leidner*
Name: Mitch Leidner
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: _____
Name: Andrew Jones
Title: Duly Authorized Signatory


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIFEPRO FINANCIAL SERVICES, INC.

By: _____
Name: Mitch Leidner
Title: Chief Financial Officer


ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By:  _____
Name: Andrew Jones
Title: Duly Authorized Signatory

TRADEMARK REGISTRATIONS

SCHEDULE I

Name of Loan Party	Jurisdiction	Registration No.	Registration Date	Registered Owner	Mark
LifePro Financial Services, Inc.	United States	4971295	June 7, 2016	LifePro Financial Services, Inc.	LIFEPRO
LifePro Financial Services, Inc.	United States	5302086	October 3, 2017	LifePro Financial Services, Inc.	PROVEN WEALTH STRATEGIES
LifePro Financial Services, Inc.	United States	5890151	October 22, 2019	LifePro Financial Services, Inc.	
LifePro Financial Services, Inc.	United States	6065437	May 26, 2020	LifePro Financial Services, Inc.	LifePro Asset Management
LifePro Financial Services, Inc.	United States	5890153	October 22, 2019	LifePro Financial Services, Inc.	LifePro University
LifePro Financial Services, Inc.	United States	6040342	April 28, 2020	LifePro Financial Services, Inc.	LifePro Wealth Builder IUL Sales Academy
LifePro Financial Services, Inc.	United States	5890319	October 22, 2019	LifePro Financial Services, Inc.	LifePro Wealth Builder
LifePro Financial Services, Inc.	United States	6421972	July 13, 2021	LifePro Financial Services, Inc.	Wealth Builder Academy

Name of Loan Party	Jurisdiction	Registration No.	Registration Date	Registered Owner	Mark
Services, Inc.				Services, Inc.	
LifePro Financial Services, Inc.	United States	6197953	November 17, 2020	LifePro Financial Services, Inc.	LifePro Summit
LifePro Financial Services, Inc.	United States	5884699	October 15, 2019	LifePro Financial Services, Inc.	MarketPro
LifePro Financial Services, Inc.	United States	6005495	March 10, 2020	LifePro Financial Services, Inc.	ReProject
LifePro Financial Services, Inc.	United States	5890154	October 22, 2019	LifePro Financial Services, Inc.	LifePro Producers Group
LifePro Financial Services, Inc.	United States	6040355	April 28, 2020	LifePro Financial Services, Inc.	RATE
LifePro Financial Services, Inc.	United States	6358778	May 25, 2021	LifePro Financial Services, Inc.	Test Drive an IUL
LifePro Financial Services, Inc.	United States	6155495	September 15, 2020	LifePro Financial Services, Inc.	Investment Expense Calculator
LifePro Financial Services, Inc.	United States	6203181	November 24, 2020	LifePro Financial Services, Inc.	Your Personal Wealth Report

TRADEMARK APPLICATIONS

Name of Loan Party	Jurisdiction	Application No.	Application Date	Registered Owner	Mark
LifePro Financial Services, Inc.	United States	88383082	April 12, 2019	LifePro Financial Services, Inc.	M/S/M
LifePro Financial Services, Inc.	United States	88383096	April 12, 2019	LifePro Financial Services, Inc.	ReProject. Project Analysis and Review
LifePro Financial Services, Inc.	United States	88378452	April 9, 2019	LifePro Financial Services, Inc.	Test Drive Calculator
LifePro Financial Services, Inc.	United States	88383166	April 12, 2019	LifePro Financial Services, Inc.	SS Quick Calculator