

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799429

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900583288

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
America's First Financial Corporation		12/02/2020	Corporation: MISSOURI
Insurmark, Inc.		12/02/2020	Corporation: TEXAS
WealthWise Partners, LLC		12/02/2020	Limited Liability Company: GEORGIA
SIMPLICITY FINANCIAL MARKETING HOLDINGS INC.		12/02/2020	Corporation: DELAWARE

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: 22

Property Type	Number	Word Mark
Registration Number:	4647860	M MILLION DOLLAR ADVISOR
Registration Number:	5247175	ASSETLOCK EQUIPPED ADVISOR
Registration Number:	4735017	A
Registration Number:	4099008	ASSETLOCK
Registration Number:	2645474	INSURMARK
Registration Number:	5493536	FADO-FINANCIAL ADVISOR DEVELOPMENT ORGAN
Registration Number:	5439448	ADO-ADVISOR DEVELOPMENT ORGANIZATION
Registration Number:	4614703	BRIGHT OWL INVESTMENT ADVISORS
Registration Number:	4614704	BRIGHT OWL INVESTMENT ADVISORS
Registration Number:	3275207	BIZBUCKS
Registration Number:	5657931	ADVISORMARK
Registration Number:	2652888	ANNUITYBIZ.COM
Registration Number:	5515927	ADVISOR DEVELOPMENT ORGANIZATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5545947	ADO
Registration Number:	5545960	FADO
Registration Number:	5515929	FINANCIAL ADVISOR DEVELOPMENT ORGANIZATI
Registration Number:	5286045	W
Registration Number:	5975747	BUILD A BETTER LIFE
Registration Number:	6109691	MILLION DOLLAR ADVISOR
Serial Number:	90141239	ROCK STAR ADVISORS
Serial Number:	90115457	THE BREAKTHROUGH ADVISOR
Serial Number:	90161559	PEAK SUCCESS ADVISORS

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: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	387132.00707
NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	03/31/2023

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2020, is made by each of the parties listed on Schedule I hereto (each, a “Grantor” and collectively, the “Grantors”), 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.

WITNESSETH:

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 Trademark Security 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 I 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 Trademark Security 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 Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security 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 Trademark Security 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 PAGES FOLLOW]

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

Very truly yours,

GRANTORS:

AMERICA'S FIRST FINANCIAL
CORPORATION
INSURMAK, INC.
SIMPLICITY FINANCIAL MARKETING
HOLDINGS INC.

By: 

Name: Mitchell M. Leidner

Title: Chief Financial Officer and Treasurer

WEALTHWISE PARTNERS, LLC,

By: Simplicity Financial Marketing Holdings Inc., as the
manager

By: 

Name: Mitchell M. Leidner


Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008063 FRAME: 0645

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Administrative Agent

By: 

Name: Andrew Jones
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 008063 FRAME: 0646

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Grantors


1. America's First Financial Corporation
2. InsurMark, Inc.
3. Simplicity Financial Marketing Holdings Inc.
4. WealthWise Partners, LLC

SCHEDULE II
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Trademarks						
<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
America's First Financial Corporation	United States	4,647,860	12/2/14	10/28/13	America's First Financial Corporation	Word mark and Design "MillionDollar Advisor" 
Simplicity Financial Marketing Holdings Inc.	United States	5,247,175	7/18/17	1/21/16	Simplicity Financial Marketing Holdings Inc.	Word Mark "ASSETLOCK EQUIPPED ADVISOR"
Simplicity Financial Marketing Holdings Inc.	United States	4,735,017	5/12/15	9/24/14	Simplicity Financial Marketing Holdings Inc.	Design 
Simplicity Financial Marketing Holdings Inc.	United States	4,099,008	2/14/12	7/5/11	Simplicity Financial Marketing Holdings Inc.	Word mark "ASSETLOCK"
InsurMark, Inc.	United States	2,645,474	11/5/02	6/28/01	InsurMark, Inc.	Word mark "INSURMARK"
InsurMark, Inc.	United States	5,493,536	6/12/18	4/29/17	InsurMark, Inc.	Word mark "FADO-FINANCIAL ADVISOR DEVELOPMENT ORGANIZATION"
InsurMark, Inc.	United States	5,439,448	4/3/18	2/17/17	InsurMark, Inc.	Word mark "ADO-ADVISOR DEVELOPMENT ORGANIZATKON"
InsurMark, Inc.	United States	4,614,703	9/30/14	6/24/13	InsurMark, Inc.	Work mark "BRIGHT OWL INVESTMENT ADVISORS"

Registered Trademarks						
<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
InsurMark, Inc.	United States	4,614,704	9/30/14	6/24/13	InsurMark, Inc.	Word mark "BRIGHT OWL INVESTMENT ADVISORS"
InsurMark, Inc.	United States	3,275,207	8/7/07	8/29/06	InsurMark, Inc.	Word mark "BIZBUCKS"
InsurMark, Inc.	United States	5,657,931	1/15/19	4/16/18	InsurMark, Inc.	Word mark "ADVISORMARK"
InsurMark, Inc.	United States	2,652,888	11/19/02	6/28/01	InsurMark, Inc.	Word mark "ANNUITYBIZ.COM"
InsurMark, Inc.	United States	5,515,927	7/10/18	2/8/18	InsurMark, Inc.	Word mark "Advisor Development Organization"
InsurMark, Inc.	United States	5,545,947	8/21/18	2/6/18	InsurMark, Inc.	Word mark "ADO"
InsurMark, Inc.	United States	5,545,960	8/21/18	2/8/18	InsurMark, Inc.	Word mark "FADO"
InsurMark, Inc.	United States	5,515,929	7/10/18	2/8/18	InsurMark, Inc.	Word mark "Financial Advisor Development Organization"
WealthWise Partners, LLC	United States	5,286,045	9/12/17	2/27/17	WealthWise Partners, LLC	Word mark and Design 
InsurMark, Inc.	United States	5,975,747	2/4/2020	6/20/19	InsurMark, Inc.	Word mark "BUILD A BETTER LIFE"
America's First Financial Corporation	United States	6,109,691	7/21/2020	2/16/2020	America's First Financial Corporation	Word mark "MILLION DOLLAR ADVISOR"

2. TRADEMARK APPLICATIONS

Pending Trademark Applications					
<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Insurmark, Inc.	United States	90/141239	8/27/2020	Insurmark, Inc.	Word Mark "ROCK STAR ADVISORS"
Insurmark, Inc.	United States	90/115457	8/14/2020	Insurmark, Inc.	Word Mark "THE BREAKTHROUGH ADVISOR"
Insurmark, Inc.	United States	90/161559	9/5/2020	InsurMark	Word Mark "PEAK SUCCESS ADVISORS"