

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM304807

<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>
Next Level Funding LLC		03/04/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comvest Capital II, L.P., as Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard, Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86042554	NLF CREATIVE BUSINESS FUNDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6913.004		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	05/16/2014		
<b>Total Attachments: 5</b>			
source=Next Level Trademark Security Agreement#page1.tif			
source=Next Level Trademark Security Agreement#page2.tif			
source=Next Level Trademark Security Agreement#page3.tif			
source=Next Level Trademark Security Agreement#page4.tif			

OP \$40.00 86042554

TRADEMARK



The liens and security interests securing the obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Amended and Restated Intercreditor Agreement dated as of March 4, 2014 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement") between Comvest Capital II, L.P., as Second Lien Agent, and Community National Bank, as First Lien Lender, and acknowledged and agreed to by Merchant Cash and Capital, LLC and certain other persons and entities, as Credit Parties, to the "First Lien Indebtedness," as defined therein; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

#### TRADEMARK SECURITY AGREEMENT FOR RECORDING

Dated: March 4, 2014

WHEREAS, NEXT LEVEL FUNDING LLC, a Delaware limited liability company having its chief executive office at 460 Park Avenue South, 10th Floor, New York, New York 10016 ("Grantor") owns the Trademarks and Licenses (each as defined below) listed on Schedule A hereto;

WHEREAS, Grantor is a wholly owned subsidiary of Merchant Cash and Capital, LLC, a Delaware limited liability company ("Borrower");

WHEREAS, Borrower and Comvest Capital II, L.P., as Agent ("Secured Party") are parties to an Amended and Restated Credit Agreement, dated as of the date hereof, among Borrower, Secured Party, and the lenders party thereto from time to time (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Amended and Restated Collateral Agreement, dated as of the date hereof, Grantor, certain affiliates of Grantor, and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms not defined herein being used as defined or referred to in the Collateral Agreement), which has been entered into pursuant to the terms of the Credit Agreement, Grantor has granted to Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Schedule A, and (i) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all rights corresponding to any of the foregoing throughout the world (all of the foregoing being hereinafter referred to individually and/or collectively as the "Trademarks");

(b) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, but not limited to, the license agreements listed on Schedule A (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Until the Release Date, upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Grantor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademark Collateral, or (ii) take any other actions with respect to the Trademark Collateral, including actions to enforce the Trademark Collateral, as Secured Party deems in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby).

Until the Release Date, Grantor will not sell, assign or otherwise transfer any of its right, title or interest in, or grant any license under, any of the Trademark Collateral without the prior written consent of Secured Party.

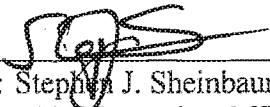
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Collateral Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement for Recording to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NEXT LEVEL FUNDING LLC

By: Merchant Cash and Capital, LLC,  
Its Sole Member

By:   
Name: Stephen J. Sheinbaum  
Title: Chief Executive Officer

Acknowledged:

COMVEST CAPITAL II, L.P., as Agent


By: ComVest Capital II Partners, L.P.,  
Its General Partner

By: ComVest Capital II Partners UGP, LLC,  
Its General Partner

By:   
Name: Greg Reynolds  
Title: Managing Director

**SCHEDULE A**  
**Trademarks and Licenses**

1. Pending Trademark Applications:

Grantor	Description	Registration/ Application No.	Filing Date
Next Level Funding LLC	NLF CREATIVE BUSINESS FUNDING 	Serial Number 86042554	August 20, 2013

2. Registered Trademarks:

None

3. Licenses:

None