

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXT LEVEL FUNDING LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL CORPORATION, as lender and as agent		
Street Address:	375 Park Avenue		
Internal Address:	Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86042554	NLF CREATIVE BUSINESS FUNDING	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	412-454-5000		
Email:	burtnerj@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	138543.19		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner, Senior Paralegal/		
DATE SIGNED:	07/14/2014		
Total Attachments: 5			
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EXECUTION COPY

Notwithstanding anything herein to the contrary, prior to the Discharge of Senior Obligations, the benefits provided to the Secured Party (as defined below) pursuant to this Trademark Security Agreement for Recording (this "**Agreement**") or any other document and the exercise of any right or remedy by the Secured Party hereunder or under any other document and all other provisions hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Senior Intercreditor Agreement**"), among the Borrower (as defined below), the Senior Lenders (as defined in the Credit Agreement, as defined below), the Senior Agent (as defined in the Credit Agreement, as defined below), the Secured Party, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Senior Intercreditor Agreement, this Agreement and any other document, the terms of the Senior Intercreditor Agreement shall govern and control.

Notwithstanding anything herein to the contrary, prior to the Discharge of First Lien Obligations, the benefits provided to the Secured Party pursuant to this Agreement or any other document and the exercise of any right or remedy by the Secured Party hereunder or under any other document and all other provisions hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of June 30 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**First Lien Intercreditor Agreement**"), among the Borrower, First Lien Lender (as defined in the Credit Agreement, as defined below), and the Secured Party and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the First Lien Intercreditor Agreement, this Agreement and any other document, the terms of the First Lien Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT FOR RECORDING

Dated: June 30, 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 Medley Capital Corporation, a Delaware corporation, in its capacity as lender agent and as lender (called, together with its successors and assigns in such capacities, the "**Secured Party**"), are parties to that certain Credit Agreement, dated as of the date hereof, entered into by, Borrower and Secured Party, in its capacities as lender and lender agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of that certain Collateral Agreement, dated as of the date hereof, Grantor, certain affiliates of Grantor, and Secured Party (as amended, restated, amended and 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 own benefit and for the benefit of the persons from time to time party to the Credit Agreement as Lender, 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 own benefit and for the benefit of the persons from time to time party to the Credit Agreement as Lender, 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, for its own benefit and for the benefit of the persons from time to time party to the Credit Agreement as Lender, 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 Security Agreement for Recording to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

NEXT LEVEL FUNDING LLC

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

By: _____

Name: Stephen J. Sheinbaum

Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT FOR RECORDING

TRADEMARK
REEL: 005322 FRAME: 0425

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