

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROGREXION IP, INC.		09/29/2014	CORPORATION: DELAWARE
EFOLKS, LLC		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3271824	LEXINGTON LAW	
Registration Number:	4379030	LL	
Registration Number:	3404527	SCOREBOOST	
Serial Number:	85737168	CREDITREPAIR.COM	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59297/014		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	09/30/2014		

CH \$115.00 3271824

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 29, 2014, by and among **PROGREXION IP, INC.** (“Progrexion IP”), **EFOLKS, LLC** (together with Progrexion IP, each a “Grantor” and, collectively, “Grantors”) and **PROSPECT CAPITAL CORPORATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement, dated as of September 29, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified in accordance with the terms thereof, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain First Lien/Second Lien Intercreditor Agreement, dated as of September 29, 2014 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES REQUIRING APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, each 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.

PROGREXION IP, INC.


By: _____


Name: Jeffrey R. Johnson
Title: President

EFOLKS, LLC

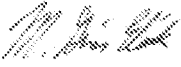
By: EFOLKS HOLDINGS, INC, as its
manager

By: _____


Name: Jeffrey R. Johnson
Title: President

Accepted and Agreed:


PROSPECT CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: M. Grier Eliasek
Title: President and Chief Operating Officer

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
LEXINGTON LAW	78/801,158	3,271,824	Progrexion IP, Inc.
	85/762,623	4,379,030	Progrexion IP Inc.
SCOREBOOST	77/172,105	3,404,527	Progrexion IP, Inc.
CREDITREPAIR.COM	85/737,168		eFolks, LLC