

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microfinancial, Inc.		01/22/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Santander Bank, N.A.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2926082	TIMEPAYMENT	
Registration Number:	3037524	MICROFINANCIAL	
Serial Number:	86408994	TIMEPAYMENT	
CORRESPONDENCE DATA			
Fax Number:	6173382880		
<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:	617-338-2943		
Email:	trademark@sandw.com		
Correspondent Name:	Kimberly B. Herman		
Address Line 1:	One Post Office Square		
Address Line 4:	BOSTON, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly B. Herman		
SIGNATURE:	/Kimberly B. Herman/		
DATE SIGNED:	04/02/2015		
Total Attachments: 22			
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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT AND LICENSE**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND LICENSE (hereinafter referred to as the "Agreement") is made as of January 22, 2015 by TimePayment Corp., a Delaware corporation (the "Borrower"), MicroFinancial Incorporated, a Massachusetts corporation ("MicroFinancial"), Leasecomm Corporation, a Massachusetts corporation ("Leasecomm") and MF2 Holdings LLC, a Delaware limited liability company ("Newco", and together with the Borrower, MicroFinancial and Leasecomm, collectively, the "Grantors"), in favor of SANTANDER BANK, N.A., formerly known as Sovereign Bank, N.A., in its capacity as agent for and representative of (in such capacity, the "Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Borrower, Newco, the Agent and the Lenders are parties to a Third Amended and Restated Credit Agreement, dated as of December 13, 2014 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Borrower, the Agent, and the other parties thereto are parties to a certain Second Amended and Restated Credit Agreement, dated as of December 21, 2012 (the "Existing Credit Agreement"), which amended and restated that certain Amended and Restated Credit Agreement, dated as of July 9, 2008 (the "First A&R Credit Agreement"); and the First A&R Credit Agreement amended and restated that certain Credit Agreement, dated as of August 2, 2007;

WHEREAS, in connection with the Existing Credit Agreement, the Borrower had entered into that certain Trademark and Security Agreement and License dated as of August 2, 2007 (the "Existing Trademark Security Agreement");

WHEREAS, each of the Grantors has entered into an Amended and Restated Security Agreement, of even date herewith, with the Agent (as the same may be amended, modified, supplemented, or restated from time to time, the "Security Agreement"), pursuant to which the Grantors have granted to the Agent for the benefit of the Agent and the Lenders, a security interest in certain TM Collateral (as hereafter defined) of such Grantor and has agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement;

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement, each of the Grantors has also agreed to grant a security interest in and collaterally assign the TM Collateral to secure each Grantor's obligations under the Loan Documents, including, without limitation, their obligations under the Note issued by the Borrower and Newco pursuant to the Credit Agreement and to place in the public record of the Patent and Trademark Office (as defined below) the security interest granted hereunder; and

WHEREAS, each of the Grantors wishes to grant the Agent for the benefit of the Secured Parties, a non-exclusive license in and to all of its trademarks, including, without limitation, all unregistered trademarks of the Grantors; provided, however, that, unless an Event of Default has

occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect the Agent's security interest in the TM Collateral under applicable law.

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Secured Obligations (as defined below), the parties hereto agree to amend and restate the Existing Trademark Security Agreement as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings prescribed therefor in the Credit Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Secured Obligations" means all Obligations of the Grantors under or in respect of the Credit Agreement and all other Loan Documents, including the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. 362(a)), of all obligations and liabilities of every nature of the Grantors now or hereafter existing under or arising out of or in connection with the Credit Agreement and all other Loan Documents and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to any Grantor, would accrue on such obligations), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Agent or any Secured Party as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the "Underlying Debt"), and all obligations of every nature of the Grantors now or hereafter existing under this Agreement.

"Trademark License" means any agreement, whether written or oral, providing for the grant by either Grantor to any Person or Persons of any right to use any Trademark, including, without limitation, the Trademarks described in Schedule I hereto.

"Trademarks" means all of the following to the extent owned by either Grantor:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in

connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof.

Section 2. Grant of Security Interest. In furtherance and as confirmation of the security interests granted by the Grantors under the Security Agreement and in order to secure the prompt and complete payment and performance of all the Secured Obligations, together with any and all reasonable expenses which may be incurred by the Agent or the Secured Parties in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, each Grantor hereby grants a security interest to the Agent, for the benefit of the Secured Parties, in (including, without limitation, a collateral assignment and pledge of) all of the Grantors' present and future right, title and interest in and to the following whether presently existing or hereafter arising or acquired (collectively, the "TM Collateral"):

(a) all registered or unregistered Trademarks of each Grantor and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks");

(b) each Grantor's rights under any licenses that such Grantor has granted, or will in the future grant, to any Person or Persons with respect to the Trademarks (the "Trademark Licenses");

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

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantors in respect of any of the items listed above; and

(f) all proceeds of any of the items described in clauses (a) through (e).

Each of the Secured Parties shall be deemed to hold a security interest, proportionate to such Secured Party's Commitment, in the TM Collateral.

Notwithstanding the Security Agreement, the collateral assignment and the pledge to the Agent, each Grantor may continue to own, use and license such Grantor's TM Collateral. Furthermore, notwithstanding anything in this Agreement, the "TM Collateral" described in this Agreement shall not include any Trademark Licenses to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such prohibition is not

ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the U.S. Bankruptcy Code) or principles of equity; provided that (x) all accounts and payment intangibles arising under such Trademark Licenses contracts shall be included in the TM Collateral and (y) the TM Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such Trademark Licenses; provided further that the foregoing exclusions shall not apply if such prohibition has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such Trademark Licenses; and provided further that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Agent shall be deemed to have granted a security interest in all its rights, title and interests in and to Trademark Licenses, as if such prohibition had never been in effect.

Section 3. Representations and Warranties. As an inducement to the Agent to enter into this Agreement, each Grantor makes the following representations and warranties:

(a) Schedule I sets forth a complete and correct list of all Trademarks and Trademark Licenses in which any Grantor has any right, title or interest; said Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned; to the best of such Grantor's knowledge no holding, decision or judgment has been rendered by any governmental authorities which would be reasonably likely to limit, cancel or question the validity of any Trademark.

(b) Each Grantor is the sole beneficial owner of such Grantor's Registered Trademarks, and is the owner of or duly licensed to use or license any of such Grantor's Trademarks, in each case, as set out in Schedule I attached hereto, and, except for Permitted Encumbrances, no Encumbrance exists or will exist upon any Registered Trademark at any time except for the collateral assignment thereof in favor of the Agent provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Registered Trademarks.

(c) Except pursuant to Trademark Licenses entered into by any Grantor in the ordinary course of business, such Grantor owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks, including the Registered Trademarks listed on Schedule I.

(d) Except as otherwise disclosed in Exhibit C to the Credit Agreement, to the best of each Grantor's knowledge, there is no infringement by others of any right of such Grantor with respect to any Trademark that would reasonably be expected to have a Material Adverse Effect, such Grantor is not infringing in any respect upon any trademark of any other Person, and no proceedings have been instituted or are pending against such Grantor or threatened, alleging any such violation, which proceedings would reasonably be expected to have a Material Adverse Effect.

(e) All applications pertaining to the Trademarks have been duly and properly filed, and all registrations or letters pertaining to such Trademarks have been properly filed and issued.

Section 4. Defense of TM Collateral, Etc. Each Grantor agrees that it will at its expense, at the Agent's reasonable written request, defend such Grantor's TM Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent such Grantor in the exercise of its reasonable business judgment from determining that it is in the best interest of such Grantor to abandon any item of TM Collateral or to refrain from defending any item of TM Collateral against such claims or demands (the foregoing prerogative of such Grantor being sometimes referred to herein as the "Business Judgment Exception"). Each Grantor hereby agrees to pay, indemnify, and hold the Agent harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to such Grantor's TM Collateral, including, without limitation, claims of trademark infringement to the extent such claims arise prior to the Agent's exercising a right of control over the TM Collateral pursuant hereto, provided that the Grantors shall have no obligation hereunder with respect to such indemnification arising from the Agent's gross negligence, bad faith or willful misconduct.

Section 5. Continued Use of Trademarks, Etc.

(a) During the term of this Agreement, each Grantor shall (i) employ standards of quality consistent with past practices in its manufacture of products and delivery of services sold or provided under the Trademarks (and shall do any and all acts reasonably required by the Agent to ensure such Grantor's compliance with such standards), (ii) employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, (iii) subject, in each case, to the Business Judgment Exception, use each Trademark in such a manner as to maintain such Trademark in full force and effect free from any claim or abandonment for non-use and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent shall obtain a perfected security interest in such mark pursuant to this Agreement. Each Grantor hereby grants to the Agent and its employees an agents the right to visit such Grantor's facilities which manufacture, inspect or store products or which provide services sold under any of the Trademarks, and to inspect the products or monitor the services and quality control records relating thereto upon reasonable notice and at reasonable times during regular business hours. Each Grantor confirms its commitment to take any and all actions reasonable required by the Agent to ensure the maintenance of quality standards consistent with past practices for such products and services.

(b) Subject to the Business Judgment Exception, each Grantor agrees as follows: (i) such Grantor shall use its best efforts to maintain the registration of the Registered Trademarks listed on Schedule I hereto in full force and effect and use best efforts to obtain registrations for Trademarks that are the subject of pending trademark applications by taking any action which it believes necessary, through attorneys of its choice, all at its expense and (ii) in the event that any Trademark is infringed by a third party which may have a Material Adverse Effect or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Trademark Office

which may have a Material Adverse Effect, such Grantor shall promptly notify the Agent and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the TM Collateral.

(c) Each Grantor shall promptly notify the Agent if it knows, or has reason to know, that any application or registration relating to any of its Trademarks may become abandoned or of any adverse determination or development of any foreign or domestic governmental agency, court or body regarding such Grantor's ownership of any Trademark or its right to register the same or to keep and maintain the same.

Section 6. No Assignments, Etc. Each Grantor shall not, except as otherwise permitted by the Credit Agreement, grant, create or permit to exist any Encumbrance upon the TM Collateral in favor of any other Person, or assign this Agreement or any rights in the TM Collateral or the material protected thereby without, in either case, the prior written approval of the Agent and such attempted Encumbrance or assignment shall be void ab initio.

Section 7. Continuing Liability. Each Grantor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under any Trademark License, interest or obligation with respect to which the Agent has been granted a security interest pursuant to Section 2 hereof to observe and perform all the conditions and obligations to be observed and performed by such Grantor thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall not have any obligation or liability under any such Trademark License, interest or obligation by reason of or arising out of this Agreement or the conditional assignment thereof, or the grant of a security interest therein, to the Agent or the receipt by the Agent of any payment relating to any such Trademark License, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Trademark License, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 8. New Trademarks. If, before the Secured Obligations shall have been paid in full and the Commitments of all of the Lenders terminated, any Grantor, either by itself or through an agent, employee, licensee or designee, shall develop or obtain rights to any new Trademarks, such Grantor shall give to the Agent prompt notice thereof in writing hereof, and shall, where such Trademarks are subject to federal registration, execute and deliver, and file with the Patent and Trademark Office, an IP Security Agreement Supplement amending Schedule I hereto to include such new Trademark thereon. Notwithstanding the foregoing, each Grantor hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of such Grantor amending Schedule I hereto to include such new Trademark.

Section 9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing and the Agent shall have exercised its remedies hereunder, but subject to the terms and conditions of this Agreement, each Grantor shall retain the legal and equitable title to its TM Collateral and shall have full right to use its TM Collateral in the ordinary course of its business.

Section 10. Remedies.

(a) If an Event of Default under the Credit Agreement has occurred and is continuing, the Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, each Grantor expressly agrees that in any such event the Agent, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale and except as otherwise provided in the Loan Documents) to or upon such Grantor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the TM Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said TM Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the TM Collateral so sold, free of any right or equity of redemption in the Grantors, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the TM Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) the Agent may license, or sublicense, whether on an exclusive or non-exclusive basis, any Trademark included in the TM Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its commercially reasonable discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Secured Obligations;

(ii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of any Grantor in, to and under any Trademark Licenses and take or refrain from taking any action under any thereof; and each Grantor hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with

respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon reasonable written request by the Agent, each Grantor will execute and deliver to the Agent a power of attorney, in addition to and supplemental to that set forth in Section 12 below, in form and substance reasonably satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Trademark, provided, however, that in the event of any disposition pursuant to this Section 10 such Grantor shall supply its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to the Agent.

Section 11. Grant of License to Use TM Collateral. For the purposes (a) of perfecting the Agent's security interest in the TM Collateral and (b) of enabling the Agent to exercise rights and remedies under Section 10 hereof or under any other Loan Document, each Grantor hereby grants to the Agent, for the benefit of the Agent and the Secured Parties, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors), subject to any third-party rights, to use, assign, license or sublicense any of the TM Collateral, whether now owned or hereafter acquired by the Grantors, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof, provided, however, that, unless an Event of Default has occurred and is continuing, the foregoing license shall not be exercised and shall be effective only to the extent necessary to perfect the Agent's security interest in the TM Collateral under applicable law. The Agent shall have no duty as to the protection of TM Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Agent may exercise its rights with respect to any portion of the TM Collateral without resorting or regard to other TM Collateral or sources of reimbursement for liability.

Section 12. Power of Attorney. The Grantors hereby irrevocably appoint the Agent their true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of each Grantor, the Agent, or otherwise, for the sole use and benefit of the Agent, but at the Grantors' expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the TM Collateral:

- (a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;
- (b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
- (c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

provided, however, that the Agent shall have no duty as to the protection of the TM Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

Section 13. Further Assurances. The Grantors will, from time to time, at their expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement, notice or other paper and take any other action that the Agent may from time to time reasonably determine to be necessary or desirable in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the TM Collateral or to enable the Agent to obtain the full benefits of this Agreement, or to enable the Agent to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the TM Collateral. At the reasonable written request of the Agent, the Grantors will use commercially reasonable efforts to obtain the consent of any Person that is necessary or desirable to effect the pledge hereunder of any right, title, claims and benefits now owned or hereafter acquired by either Grantor in and to any TM Collateral. To the extent permitted by law, the Grantors hereby authorize the Agent to execute, file and record notices, financing statements or continuation statements without the Grantors' signatures appearing thereon. The Grantors agree that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a notice or financing statement, as applicable. The Grantors shall pay the reasonable costs of, or incidental to, any recording or filing of any notice or financing or continuation statements concerning the TM Collateral.

Section 14. Notices. All notices under this Agreement shall be in writing, and shall be given and shall be effective in accordance with the Credit Agreement.

Section 15. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other Jurisdiction.

Section 16. No Waiver; Cumulative Remedies. The Agent shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

Section 17. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

Section 18. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Agent and its successors and assigns, and nothing herein or in the Credit Agreement or any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Loan Document.

Section 20. Governing Law; Consent to Jurisdiction, Etc. THIS AGREEMENT AND EACH OF THE OTHER LOAN DOCUMENTS ARE CONTRACTS UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL APPLY TO THIS AGREEMENT). THE GRANTORS CONSENT TO THE JURISDICTION OF ANY OF THE FEDERAL OR STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN IN THE STATE OF NEW YORK IN CONNECTION WITH ANY SUIT TO ENFORCE THE RIGHTS OF THE SECURED PARTIES UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS AND CONSENTS TO SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE GRANTORS BY MAIL AT THE GRANTORS' ADDRESS SET FORTH IN THE CREDIT AGREEMENT. THE GRANTORS IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THIS SECTION AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 21. Waiver of Jury Trial. THE GRANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. EXCEPT AS PROHIBITED BY LAW, THE GRANTORS HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY

DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTORS (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENT OR THE SECURED PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENT OR THE SECURED PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGE THAT THE AGENT AND THE SECURED PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH EACH IS A PARTY BECAUSE OF, AMONG OTHER THINGS, THE GRANTORS' WAIVER AND CERTIFICATIONS CONTAINED HEREIN.

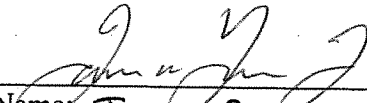
Section 22. Amendment and Restatement

As of the date hereof, this Agreement shall amend, and restate as amended, the Existing Trademark Security Agreement, but shall not constitute a novation thereof or in any way impair or otherwise affect the rights or obligations of the parties thereunder (including with respect to representations and warranties made thereunder) except as such rights or obligations are amended or modified hereby. The Existing Trademark Security Agreement as amended and restated hereby shall be deemed to be a continuing agreement among the parties, and all documents, instruments and agreements delivered pursuant to or in connection with the Existing Trademark Security Agreement not amended and restated in connection with the entry of the parties into this Agreement shall remain in full force and effect, each in accordance with its terms, as of the date of delivery or such other date as contemplated by such document, instrument or agreement to the same extent as if the modifications to the Existing Trademark Security Agreement contained herein were set forth in an amendment to the Existing Trademark Security Agreement in a customary form, unless such document, instrument or agreement has otherwise been terminated or has expired in accordance with or pursuant to the terms of the Credit Agreement, the Existing Credit Agreement, this Agreement, the Existing Trademark Security Agreement or such document, instrument or agreement or as otherwise agreed by the required parties hereto or thereto, as the case may be.

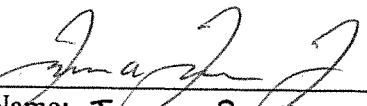
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed and delivered by their duty authorized officers as of the date first set forth above.

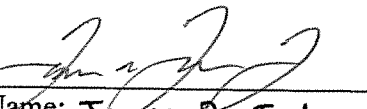
TIMEPAYMENT CORP.

By: 
Name: James R. Jackson
Title: Chief Financial Officer

MICROFINANCIAL INCORPORATED

By: 
Name: James R. Jackson
Title: Chief Financial Officer

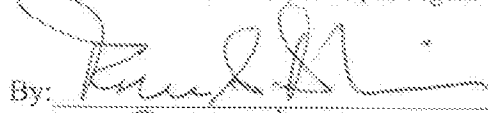
LEASECOMM CORPORATION

By: 
Name: James R. Jackson
Title: Chief Financial Officer

MF2 HOLDINGS LLC

By: _____
Name: Constantine M. Dakolias
Title: President

SANTANDER BANK, N.A., as Agent

By: 

Name: *PIERRE A. DESBROSS*

Title: *SVP*

Schedule I
to Trademark Security Agreement and License

(All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, all registrations and recordings thereof and all applications in connection therewith owned or held by TimePayment Corp.)

United States Trademark Registrations and Applications: **None.**

U.S. State Trademark Registrations and Applications: **None.**

Non-U.S. Trademark Registrations and Applications: **None.**

Corporate Names: **TimePayment Corp.**

Internet Domain Names: **None.**

Schedule I
to Trademark Security Agreement and License

(All trademarks trade names, corporate names, company names, business names, fictitious business names, trade styles service marks, logos, other source or business identifiers, all registrations and recordings thereof and all applications in connection therewith owned or held by MicroFinancial Incorporated)

United States Trademark Registrations and Applications:

U.S. Trademarks							
Mark	Serial No.	Filed	Reg. No.	Issued	Goods/Services	Owner of Record	Notes/Current Status
TIMEPAYMENTCORP.	78/308,088	10/1/03	2,926,082	2/8/05	Lease purchase financing for equipment, namely, office equipment, ATM machines, credit card processing machines, medical equipment and security equipment	MicroFinancial, Inc.	Section 8 Declaration accepted by the U.S. Patent and Trademark Office on February 9, 2011.
MICROFINANCIAL	78/297,216	9/8/03	3,037,524	1/3/06	Lease financing for equipment, namely, office equipment, ATM machines, credit card processing machines, medical equipment and security equipment	MicroFinancial Incorporated	Maintenance affidavit due 2/8/2015 Combined Section 8 and 15 Declaration accepted by the U.S. Patent and Trademark Office on March 9, 2012.

TIMEPAYMENT	86/408,994	9/29/14	Pending	Pending	Class 36: Lease purchase financing for equipment, namely, security equipment, water filtration equipment, food service equipment, cash registers, salon equipment, automotive equipment, office equipment, ATM machines, credit card processing machines and medical equipment.	MicroFinancial Incorporated	Registration in progress.
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U.S. State Trademark Registrations and Applications:

None.

Non-U.S. Trademark Registrations and Applications:

None.

Corporate Names: MicroFinancial Incorporated

Internet Domain Names:

See attached list.

Domain Names of
MicroFinancial Incorporated

Domain Name	Expiration Date
leasecomm.com	4/18/2016
leasecomm.info	4/7/2015
leasecomm.org	2/11/2016
leasecommdirect.org	3/14/2015
leasecommdirect.us	3/14/2015
leasecommlegalhub.com	11/9/2015
legalhubresources.biz	6/30/2016
legalhubresources.co	6/30/2016
legalhubresources.com	6/30/2016
legalhubresources.info	6/30/2016
legalhubresources.mobi	6/30/2016
legalhubresources.net	6/30/2016
legalhubresources.org	6/30/2016
mfiinc.biz	12/13/2016
mfiinc.co	12/21/2018
mfiinc.com	1/29/2020
mfiinc.info	10/30/2016
mfiinc.name	2/6/2019
mfiinc.net	2/6/2019
mfiinc.org	2/6/2019
mfiinc.us	2/6/2019
microfinancial-inc.biz	12/13/2016
microfinancial-inc.com	1/28/2020
microfinancial-inc.info	10/30/2016
microfinancial.biz	12/13/2016
microfinancial.co	12/21/2018
microfinancial.com	6/18/2015
microfinancial.info	10/30/2016
microfinancial.name	12/15/2018
microfinancial.org	12/15/2018
microfinancial.us	12/15/2018
microfinancialinc.biz	12/13/2016
microfinancialinc.com	4/10/2015
microfinancialinc.info	10/30/2016
microfinancialinc.name	4/23/2015
microfinancialinc.net	4/10/2015
microfinancialinc.org	4/10/2015
microfinancialinc.us	4/10/2015

Domain Name	Expiration Date
timed-payment-corp.info	6/16/2015
timed-payment-corp.net	6/16/2015
timed-payment-corp.org	6/16/2015
timed-payment-corp.us	6/16/2015
timedpaymentcorp.biz	6/16/2015
timedpaymentcorp.com	6/16/2015
timedpaymentcorp.info	6/16/2015
timedpaymentcorp.net	6/16/2015
timedpaymentcorp.org	6/16/2015
timedpaymentcorp.us	6/16/2015
timepayment.biz	6/16/2015
timepayment.co	12/21/2018
timepayment.com	10/20/2017
timepayment.info	6/16/2015
timepayment.name	12/15/2018
timepayment.net	6/16/2015
timepayment.org	9/6/2016
timepayment.us	6/16/2015
timepaymentcorp.biz	10/2/2016
timepaymentcorp.bz	10/2/2016
timepaymentcorp.cc	10/2/2016
timepaymentcorp.co	12/21/2018
timepaymentcorp.com	10/2/2016
timepaymentcorp.info	10/2/2016
timepaymentcorp.name	12/15/2018
timepaymentcorp.net	10/2/2016
timepaymentcorp.org	10/2/2016
timepaymentcorp.tv	10/2/2016
timepaymentcorp.us	10/2/2016
timepaymentcorporation.biz	4/10/2015
timepaymentcorporation.com	4/10/2015
timepaymentcorporation.info	4/10/2015
timepaymentcorporation.name	4/23/2015
timepaymentcorporation.net	4/10/2015
timepaymentcorporation.org	4/10/2015
timepaymentcorporation.us	4/10/2015
timepaymentdirect.biz	10/27/2019
timepaymentdirect.com	10/27/2019


Domain Name	Expiration Date
microfinancials.biz	12/13/2016
microfinancials.com	4/8/2016
microfinancials.info	10/30/2016
microfinancials.net	4/8/2015
t-p-corp.biz	6/16/2015
t-p-corp.com	6/16/2015
t-p-corp.info	6/16/2015
t-p-corp.net	6/16/2015
t-p-corp.org	6/16/2015
t-p-corp.us	6/16/2015
t-payment-corp.biz	6/16/2015
t-payment-corp.com	6/16/2015
t-payment-corp.info	6/16/2015
t-payment-corp.net	6/16/2015
t-payment-corp.org	6/16/2015
t-payment-corp.us	6/16/2015
t-payment.biz	6/16/2015
t-payment.info	6/16/2015
t-payment.net	6/16/2015
t-payment.org	6/16/2015
t-payment.us	6/16/2015
time-payment-corp.biz	10/2/2016
time-payment-corp.bz	10/2/2016
time-payment-corp.cc	10/2/2016
time-payment-corp.com	10/2/2016
time-payment-corp.info	10/2/2016
time-payment-corp.net	10/2/2016
time-payment-corp.org	10/2/2016
time-payment-corp.tv	10/2/2016
time-payment-corp.us	10/2/2016
time-payment.biz	6/16/2015
time-payment.com	6/16/2015
time-payment.info	6/16/2015
time-payment.net	6/16/2015
time-payment.org	6/16/2015
time-payment.us	6/16/2015
timed-payment-corp.biz	6/16/2015
timed-payment-corp.com	6/16/2015

Domain Name	Expiration Date
timepaymentdirect.info	10/27/2019
timepaymentdirect.name	10/27/2019
timepaymentdirect.net	10/27/2019
timepaymentdirect.org	10/27/2019
timepaymentdirect.pro	10/27/2017
timepaymentdirect.tel	10/27/2019
timepaymentdirect.tv	10/27/2019
timepaymentdirect.us	10/27/2019
timepaymentdirect.us.com	10/27/2019
tp-corp.biz	6/16/2015
tp-corp.info	6/16/2015
tp-corp.net	6/16/2015
tp-corp.org	6/16/2015
tp-corp.us	6/16/2015
tpayment.biz	6/16/2015
tpayment.info	6/16/2015
tpayment.org	6/16/2015
tpayment.us	6/16/2015
tpaymentcorp.biz	6/16/2015
tpaymentcorp.com	6/16/2015
tpaymentcorp.info	6/16/2015
tpaymentcorp.net	6/16/2015
tpaymentcorp.org	6/16/2015
tpaymentcorp.us	6/16/2015
tpcdirect.biz	4/24/2015
tpcdirect.com	5/23/2015
tpcdirect.info	4/24/2015
tpcdirect.name	4/24/2015
tpcdirect.net	4/24/2015
tpcdirect.org	4/24/2015
tpcdirect.pro	10/27/2017
tpcdirect.tel	10/27/2019
tpcdirect.tv	10/27/2019
tpcdirect.us	4/24/2015
tpcdirect.us.com	10/27/2019

Schedule I
to Trademark Security Agreement and License

(All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, all registrations and recordings thereof and all applications in connection therewith owned or held by Leasecomm Corporation)

United States Trademark Registrations and Applications:

Mark	Serial No.	Filed	Reg. No.	Issued	Goods / Services	Owner of Record	Notes/Current Status
	78/259,294	1/6/03	2,954,726	5/24/05	Lease purchase financing for equipment, namely, office equipment, ATM machines, credit card processing machines, medical equipment and security equipment	Leasecomm Corporation	Maintenance affidavit due 5/24/11
LEASECOMM	78/259,295	6/6/03	2,954,727	5/24/05	Lease purchase financing for equipment, namely, office equipment, ATM machines, credit card processing machines, medical equipment and security equipment	Leasecomm Corporation	Maintenance affidavit due 5/24/11
LEASECOMM DIRECT	75/591,319	11/18/98	2,754,715	8/26/03	Lease-purchase financing of business equipment, bankcard terminals, business signs, communications and security devices	Leasecomm Corporation	Maintenance affidavit due 8/26/09
GIVING BUSINESS THE CREDIT IT DESERVES	75/129,000	7/2/96	2,123,025	12/23/97	Lease-purchase financing of small business equipment for commercial purposes	Leasecomm Corporation	Renewal due 12/23/07
THE ONLY FINANCING SOURCE YOU WILL EVER NEED	75/129,006	7/2/96	2,123,026	12/23/07	Lease-purchase financing of small business equipment for commercial purposes	Leasecomm Corporation	Renewal due 12/23/07
INSTA-LEASE	73/621,269	9/22/86	1,438,706	5/5/87	Leasing of telecommunications equipment	Leasecomm Corporation	Renewal due 11/5/07

U.S. State Trademark Registrations and Applications:

Mark/State	Serial No.	Filed	Reg. No.	Issued	Good / Services	Owner of Record	Notes/Current Status
LEASECOMM Massachusetts	N/A	N/A	63012	6/11/03	Equipment leasing	Leasecomm Corporation	Renewal due 6/11/08

Non-U.S. Trademark Registrations and Applications: None.

Corporate Names: Leasecomm Corporation

Resource Leasing a division of Leasecomm Corporation

TES (Transaction Enabling System) a division of Leasecomm Corporation

Internet Domain Names: None.

Schedule I
to Trademark Security Agreement and License

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United States Trademark Registrations and Applications: **None.**

U.S. State Trademark Registrations and Applications: **None.**

Non-U.S. Trademark Registrations and Applications: **None.**

Corporate Names: MF2 Holdings LLC

Internet Domain Names: **None.**