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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM405802

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANKRUPTCY MANAGEMENT SOLUTIONS, INC.		09/15/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES, AS ADMINISTRATIVE AGENT	
Street Address:	110 EAST 59TH STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	le: 10022	
Entity Type:	Type: GENERAL PARTNERSHIP: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type		Number	Word Mark	
	Serial Number:	87135939	REALASSIST	

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	037697.2
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/John E. Slaughter, III/
DATE SIGNED:	11/17/2016

Total Attachments: 3

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Securities#page2.tif

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2016, by BANKRUPTCY MANAGEMENT SOLUTIONS, INC. (the "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") pursuant to the Amended and Restated Loan, Security and Guaranty Agreement, dated as of June 27, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

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

- (a) Trademarks, including those Trademarks listed on Schedule I attached hereto (other than intent-to-use trademark or service-mark applications to the extent solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications);
 - (b) all Goodwill associated with such Trademarks; and
 - (c) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Credit Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Credit Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. The Grantor authorizes the Administrative Agent or the Administrative Agent's authorized representative to record this Trademark Security

[Signature Page to Trademark Security Agreement]

Agreement with the United States Patent and Trademark Office and requests that the Commissioner of Trademarks record this Trademark Security Agreement in the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Administrative Agent 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 Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours.

BANKRUPTCY MANAGEMENT SOLUTIONS. INC., a Delaware corporation

Name: Rod Ennico

Title: Chief Financial Officer

Accepted and Agreeda

CANTOR FITZGERALD SECURITIES.

as Administrative Agent

By:

Name: James Bond

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement] TRH 951547c1

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

REGISTRATION

OWNER

NUMBER

TRADEMARK

Bankruptcy Management

87135939

REALASSIST

Solutions, Inc.

TRII\951547vI

TRADEMARK REEL: 005922 FRAME: 0936

RECORDED: 11/17/2016