

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZShield, Inc.		03/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Collateral Agent		
Street Address:	10 East 40th Street		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2709171	EZ EZSHIELD CHECK FRAUD PROTECTION PROGR	
Registration Number:	3819043	EZSHIELD IDENTITY RESTORATION	
Registration Number:	3825734	EZSHIELD IDENTITY RESTORATION	
Registration Number:	3793965	EZSHIELD VAULT	
Registration Number:	3825773	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825774	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825775	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3825776	EZSHIELD IDENTITY PROTECTION	
Registration Number:	3766513	THE EZSHIELD PROMISE	
Registration Number:	3833560	EZSHIELD EMERGENCY CARD SERVICES	
Registration Number:	3766516	EZSHIELD PLUS	
Registration Number:	3780752	EZSHIELD	
Registration Number:	3879876	EZSHIELD IDENTITY PROTECTION	
Registration Number:	4365423	SYCURITYMAX	
Registration Number:	4752314	END2END DEFENSE	
Registration Number:	4518867	DASHACCESS	
Registration Number:	4530092	TRIPLE LAYER DEFENSE SYSTEM	
Registration Number:	3862043	IDENTISCREEN	

CH \$490.00 2709171

Property Type	Number	Word Mark
Registration Number:	2774601	EZ

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	59297.050
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	03/28/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 28, 2017 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to that certain Loan Agreement dated as of March 28, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among EZSHIELD GROUP PARENT, LLC, a Delaware limited liability company (the “Parent”), as the initial “Borrower” prior to the consummation of the Closing Date Acquisition and the Borrower Assumption and as a Guarantor at all times thereafter, EZSHIELD PARENT, INC., a Delaware corporation (the “Borrower”), as the “Borrower” upon and after the consummation of the Closing Date Acquisition and the Borrower Assumption, the Guarantors party thereto from time to time, the Lenders from time to time party thereto, Prospect as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and the Collateral Agent (the Collateral Agent together with the Administrative Agent, each an “Agent” and collectively the “Agents”), the Lenders have severally agreed to make Term Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors and the Collateral Agent are party to that certain Guaranty and Security Agreement dated as of March 28, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of

the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY

OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.


Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

EZSHIELD, INC., as Grantor

By 
Name: Irina Krasik
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006020 FRAME: 0684

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner	U.S. Trademarks	Serial Number	Reg. No.	Filing Date	Reg. Date	Status
EZShield, Inc.	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM	76422686	2709171	6/17/2002	4/22/2003	Registered
EZShield, Inc.	EZSHIELD IDENTITY RESTORATION	77547131	3819043	8/14/2008	7/13/2010	Cancelled
EZShield, Inc.	EZSHIELD IDENTITY RESTORATION	77547136	3825734	8/14/2008	7/27/2010	Cancelled
EZShield, Inc.	EZSHIELD VAULT	77547144	3793965	8/14/2008	5/25/2010	Registered
EZShield, Inc.	EZSHIELD IDENTITY PROTECTION	77564317	3825773	9/8/2008	7/27/2010	Cancelled
EZShield, Inc.	EZSHIELD IDENTITY PROTECTION	77564319	3825774	9/8/2008	7/27/2010	Cancelled
EZShield, Inc.	EZSHIELD IDENTITY PROTECTION	77564321	3825775	9/8/2008	7/27/2010	Cancelled
EZShield, Inc.	EZSHIELD IDENTITY PROTECTION	77564324	3825776	9/8/2008	7/27/2010	Cancelled
EZShield, Inc.	THE EZSHIELD PROMISE	77754055*	3766513	6/8/2009	3/30/2010	Cancelled
EZShield, Inc.	EZSHIELD EMERGENCY CARD SERVICES	77754078	3833560	6/8/2009	8/17/2010	Not to be renewed
EZShield, Inc.	EZSHIELD PLUS	77754096*	3766516	6/8/2009	3/30/2010	Cancelled
EZShield, Inc.	EZSHIELD	77823463	3780752	9/10/2009	4/27/2010	Registered
EZShield, Inc.	EZSHIELD IDENTITY PROTECTION	85013428	3879876	4/14/2010	11/23/2010	Will not be renewed. Final deadline is 05/23/2017
EZShield, Inc.	SYCURITYMAX	85497532	4365423	12/16/2011	7/9/2013	Registered
EZShield, Inc.	END2END DEFENSE	85818512	4752314	1/8/2013	6/9/2015	Registered
EZShield, Inc.	DASHACCESS	85822962	4518867	1/14/2013	4/22/2014	Registered

EZShield, Inc.	TRIPLE LAYER DEFENSE SYSTEM	85557774	4530092	3/1/2012	5/13/2014	Registered
EZShield, Inc.	IDENTISCREEN	77891342	3862043	12/11/2009	10/12/2010	Will not be renewed. Final deadline is 04/12/2017
EZShield, Inc.	EZ (and design)	76332174	2774601	10/31/2001	10/21/2003	Registered

Owner	Canada Trademarks	Serial Number	Reg. No.	Filing Date	Reg. Date	Status
EZShield, Inc.	EZSHIELD (and design)	1559218	TMA873580	1/10/2012	3/18/2014	Registered
EZShield, Inc.	EZSHIELD	1559109	TMA873579	1/10/2012	3/18/2014	Registered

*Abandoned

2. TRADEMARK APPLICATIONS

NONE.

3. TRADEMARK LICENSES

- a) Joint Marketing and License Agreement between EZShield, Inc. and Deluxe Corporation f/k/a Deluxe Enterprises Operations, Inc., dated as of March 3, 2008, as amended.
- b) Joint Marketing and License Agreement between EZShield, LLC (now EZShield, Inc.) and The Bradford Exchange Check Company, Ltd., dated June 18, 2007, as amended.
- c) Joint Marketing and License Agreement between EZShield, LLC (now EZShield, Inc.) and Direct Checks Unlimited Sales, Inc., dated September 15, 2006, as amended.
- d) Joint Marketing and License Agreement between EZShield Sales Co. and Davis + Henderson, Limited Partnership, dated May 19, 2010, as amended.
- e) Joint Marketing and License Agreement between EZShield, Inc. and Carousel Checks, Inc., dated July 22, 2009, as amended.
- f) Reseller Agreement between EZShield, Inc. and Harland Clarke Corp. dated October 17, 2013, as amended.
- g) Services Agreement between EZShield, Inc. and DISH Purchasing Corporation dated January 12, 2017.