

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&H Financial Services, Inc.		05/09/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Comvest Capital IV, L.P.		
Street Address:	525 Okeechobee Boulevard, Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87116021	C&H FINANCIAL SERVICES	
Serial Number:	87116012	C & H	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	05/16/2017		
Total Attachments: 4			
source=C&H financial#page1.tif			
source=C&H financial#page2.tif			
source=C&H financial#page3.tif			
source=C&H financial#page4.tif			

CH \$65.00 87116021

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is dated May 9, 2017, by C&H FINANCIAL SERVICES, INC., an Illinois corporation (the “**Grantor**”), in favor of COMVEST CAPITAL IV, L.P., in its capacity as Agent for the Secured Persons (in such capacity, together with its successors, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “**Collateral Agreement**”) by and among Grantor, CHFS HOLDINGS, INC., an Illinois corporation (the “**Parent**”), and the Agent, Grantor and Parent have agreed to grant a security interest in favor of Agent in all or substantially all of their respective assets to secure financial accommodations that certain lenders party to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “**Credit Agreement**”), by and among Grantor, Parent, such lenders and the Agent; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Persons, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Secured Persons, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of such Trademark or such Trademark License or (ii) injury to the goodwill associated with such Trademark or such Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Agent, the other Secured Persons or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to Grantor.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks and Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorize the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof", "herein", "hereby", "hereunder" and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

GRANTOR:

C&H FINANCIAL SERVICES, INC.

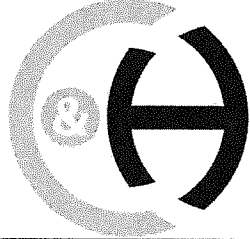
By: Anthony W. Holdrege
Name: Anthony W. Holdrege
Title: CEO

C&H TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006061 FRAME: 0257

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Application Date
C&H Financial Services, Inc.	United States	C&H FINANCIAL SERVICES	87-116,021	July 26, 2016
C&H Financial Services, Inc.	United States		87-116,012	July 26, 2016