

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM428035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merchant Cash and Capital, LLC		05/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comvest Capital II, L.P., as Agent		
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: 1			
Property Type	Number	Word Mark	
Serial Number:	87173813	BIG MONEY FOR SMALL BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6913.004		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	05/18/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT FOR RECORDING

Dated: May 18, 2017

WHEREAS, MERCHANT CASH AND CAPITAL, LLC, a Delaware limited liability company having its chief executive office at 460 Park Avenue South, 10th Floor, New York, New York 10016 ("Grantor") owns the Trademarks and Licenses (each as defined below) listed on Schedule A hereto;

WHEREAS, Grantor and Comvest Capital II, L.P., as Agent ("Secured Party") are parties to an Amended and Restated Credit Agreement, dated as of March 4, 2014, among Grantor, Secured Party, and the lenders party thereto from time to time (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Amended and Restated Collateral Agreement, dated as of March 4, 2014, Grantor, certain affiliates of Grantor, and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms not defined herein being used as defined or referred to in the Collateral Agreement), which has been entered into pursuant to the terms of the Credit Agreement, Grantor has granted to Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party, for its benefit and the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, including, without limitation, the trademarks, trademark registrations, service marks, service mark registrations and applications listed on Schedule A, and (i) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing, and (iv) all rights corresponding to any of the foregoing throughout the world (all of the foregoing being hereinafter referred to individually and/or collectively as the "Trademarks");

(b) any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, but not limited to, the license agreements listed on Schedule A (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Until the Release Date, upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Grantor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademark Collateral, or (ii) take any other actions with respect to the Trademark Collateral, including actions to enforce the Trademark Collateral, as Secured Party deems in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby).

Until the Release Date, Grantor will not sell, assign or otherwise transfer any of its right, title or interest in, or grant any license under, any of the Trademark Collateral without the prior written consent of Secured Party.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Collateral Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement for Recording to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MERCHANT CASH AND CAPITAL, LLC

By: 

Name: John G. Donovan

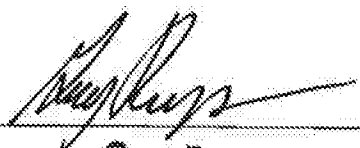
Title: Chief Executive Officer

Acknowledged:

COMVEST CAPITAL II, L.P., as Agent

By: ComVest Capital II Partners, L.P.,
Its General Partner

By: ComVest Capital II Partners UGP, LLC,
Its General Partner

By: 
Name: Greg Reynolds
Title: Partner

SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT FOR RECORDING

TRADEMARK
REEL: 006062 FRAME: 0312

SCHEDULE A
Trademarks and Licenses

1. Pending Trademark Applications:

Grantor	Description	Registration/ Application No.	Filing Date
Merchant Cash and Capital, LLC	BIG MONEY FOR SMALL BUSINESS	87173813	9/16/16

2. Registered Trademarks:

None

3. Licenses:

None