

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Recovery Group, LLC		07/06/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2506952	MAXIMIZING YOUR SUBROGATION RECOVERIES	
Registration Number:	2510414	SUBROMAX	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	036608-0095		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/06/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (“**Grantor**”) in favor of Morgan Stanley Senior Funding, Inc. as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is a party to that certain Security Agreement Supplement, dated as of July 6, 2017, which supplements that certain Security Agreement, dated as of May 19, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Security Agreement, or if not defined therein, the meaning given to them in the Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Grant of Security Interest in Trademark Collateral. Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers of the United States, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) or any similar offices in any State of the United States or any political subdivision thereof, including the registrations and applications listed in

Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby (collectively, “**Trademarks**”),

(ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. SUCCESSORS AND ASSIGNS.

The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

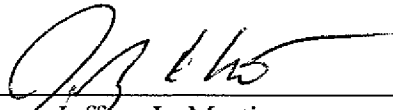
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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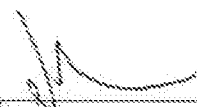
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIRST RECOVERY GROUP, LLC

By: 
Name: Jeffrey L. Martin
Title: Secretary

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Administrative Agent

By: _____


Name: Nihal L. ABDEL HAMEED
Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006099 FRAME: 0947

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	SERIAL NO. / REGISTRATION NO.	FILE DATE / REG. DATE	OWNER
MAXIMIZING YOUR SUBROGATION RECOVERIES	2,506,952	November 13, 2001	First Recovery Group, LLC
SUBROMAX	2,510,414	November 20, 2001	First Recovery Group, LLC