

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN MORTGAGE CONSULTANTS, INC.		06/30/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
<b>Street Address:</b>	311 South Wacker Drive, 64th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4667432	AMC SERVICING SOLUTIONS	
<b>Registration Number:</b>	4666504	AMC DILIGENCE	
<b>Registration Number:</b>	4666508	AMC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163485474		
<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>			
<b>Phone:</b>	216-348-5400		
<b>Email:</b>	khefner@mcdonaldhopkins.com		
<b>Correspondent Name:</b>	McDonald Hopkins LLC		
<b>Address Line 1:</b>	600 Superior Avenue, East, Suite 2100		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Kimberly Hefner		
<b>SIGNATURE:</b>	/Kimberly Hefner/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 7</b>			
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TRADEMARK SECURITY AGREEMENT

30<sup>th</sup> THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated the day of June, 2017, is made by AMERICAN MORTGAGE CONSULTANTS, INC., a Delaware corporation, and AMC DILIGENCE, LLC, a Delaware limited liability company (collectively, "Grantor") in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent for the Lenders as defined below ("Grantee").

RECITALS

WHEREAS, Grantee and the lenders (the "Lenders") party thereto, Grantor and the other borrowers party thereto (along with Grantor, collectively, the "Borrowers") have entered into a Credit Agreement dated December 18, 2015 and other ancillary and/or related agreements, addenda, and the like (as may be amended, restated, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, in order to better secure the repayment of the sums owing by, and performance of the obligations of, Grantor to Grantee under the Credit Agreement, Grantor has agreed to collaterally assign to Grantee all right, title and interest of Grantor in the Trademarks, as herein defined.

NOW, THEREFORE, in consideration of Grantee making the Loan to Grantor, and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Credit Agreement.
2. **Grant of Security Interest.** As additional security for the performance of Grantor's obligations incurred pursuant to the Credit Agreement, Grantor hereby unconditionally grants and pledges to Assignee to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"): (i) all domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Schedule I; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income; and (v) all products and proceeds (as that

term is defined in the Code) of the foregoing; provided, however, that that Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

3. **Security for Obligations.** This Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.
4. **Authorization.** The Grantor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Schedule I and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.
5. **Representations and Warranties.** Grantor hereby represents and warrants that:
  - (a) There exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute a breach of default under any term or condition of any Trademark Collateral. Grantor also hereby covenants and agrees not to do any act which would destroy or impair the security to Grantee of this Agreement.
  - (b) Grantor's interest in the Trademark Collateral is not subject to any claim, set off, lien or encumbrance of any kind or nature; and
  - (c) Neither the Grantor nor, to Grantor's knowledge, any party to the Trademark Collateral, have assigned or encumbered Trademark Collateral or any of their respective rights or interest therein or thereto. Grantor agrees that at any time, and from time to time, upon the Grantee's request, the Grantor will execute and deliver such instruments and documents and do such other acts and things as the Grantee may reasonably request in order to further effect the purpose of this Agreement. Grantor covenants and agrees with the Grantee that it will perform all of the terms of this Agreement to be performed by the Grantor.
  - (d) Set forth in Schedule I is a complete and accurate list of all of the Grantor's Trademark registrations and applications in existence as of the date hereof.
  - (e) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks.

- (f) All of the registered Trademarks among the Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.
  - (g) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.
  - (h) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.
  - (i) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States Trademark registration and application among the Trademarks, or (iii) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States Trademark registration and application.
6. **No Further Grant of Security Interest.** Grantor, for itself and its successors and assigns, hereby agrees that so long as the Obligations or any part thereof shall remain unpaid, it will make no other assignment, pledge, encumbrance or other disposition of any interest in the Trademark Collateral.
7. **No Obligation of Grantee; Indemnity.** Neither this Agreement nor any action or actions on the part of Grantee shall constitute an assumption of any of the obligations of Grantor by Grantee under the Trademark Collateral, and Grantor shall continue to be liable for all obligations thereunder. Grantor hereby agrees to protect, defend, indemnify and hold Grantee harmless from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys' fees and expenses) resulting from (a) this Agreement, (b) any failure of Grantor to perform and observe at the time and in the manner therein provided, each of the covenants, agreements and obligations of Grantor contained in the Trademark Collateral and (c) the transactions contemplated by this Agreement except for claims, losses or liabilities to the extent resulting from the Grantee's negligence or willful misconduct.
8. **Release.** It is understood and agreed that Grantee's rights and interests hereunder as to the Trademark Collateral shall be released and this instrument shall be void and of no further

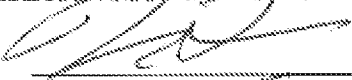
effect upon full and complete release of the Obligations under the Credit Agreement or as may otherwise be agreed upon by the parties.

9. **Severability of Provisions.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. **Governing Law.** THIS AGREEMENT IS A LOAN DOCUMENT AND IS MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.
11. **Miscellaneous.** This Agreement may be executed in original counterparts each of which counterpart shall be deemed an original document but all of which counterparts together shall constitute the same agreement.

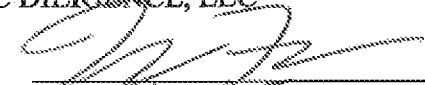
[Signatures Follow on Next Page]

In witness whereof, Grantor and Grantee have signed this Agreement effective as of the date stated in the introductory clause.

AMERICAN MORTGAGE CONSULTANTS, INC.

By:   
Name: Michael Franco  
Title: CEO

AMC DILIGENCE, LLC

By:   
Name: Michael Franco  
Title: CEO

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In witness whereof, Grantor and Grantee have signed this Agreement effective as of the date stated in the introductory clause.

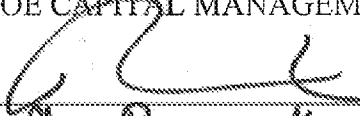
AMERICAN MORTGAGE CONSULTANTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMC DILIGENCE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By:  \_\_\_\_\_  
Name: Steve Bennett  
Title: Assistant Vice President



**SCHEDULE I**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class(es)</b>	<b>Services</b>
<b>AMC SERVICING SOLUTIONS</b>	4667432	1/06/2015	36 & 45	Mortgage compliance consulting services concerning financial requirements for mortgages and mortgage lenders and services and mortgage brokers, in Class 36; and Mortgage compliance consulting services concerning mortgage-related laws for mortgage lenders and servicers and mortgage brokers, in Class 45.
<b>AMC DILIGENCE</b>	4666504	1/6/2015	36 & 45	Mortgage compliance consulting services concerning financial requirements for mortgages and mortgage lenders and services and mortgage brokers, in Class 36; and Mortgage compliance consulting services concerning mortgage-related laws for mortgage lenders and servicers and mortgage brokers, in Class 45.
<b>AIM C </b>	4666508	1/6/2015	36 & 45	Mortgage compliance consulting services concerning financial requirements for mortgages and mortgage lenders and services and mortgage brokers, in Class 36; and Mortgage compliance consulting services concerning mortgage-related laws for mortgage lenders and servicers and mortgage brokers, in Class 45.
<b>QuiC</b>	3617588	5/5/2009	9	Computer software for quality control review and identification of fraudulent information in the field of residential mortgage lending