

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Money IP Holdings, LLC		03/01/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4118346	NATIONALLY RECOGNIZED, GLOBALLY CONNECTE	
Registration Number:	3672095	SIMPLY MONEY	
Registration Number:	3501473	SIMPLY MONEY	
Registration Number:	4845065	WE MAKE MONEY SIMPLE	
Registration Number:	4799876	SIMPLY MONEY	
Registration Number:	4923482	SIMPLY MONEY	
Registration Number:	4788530		
Registration Number:	5396796	SIMPLY MONEY MEDIA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		
SIGNATURE:	/rebecca dyson/		

CH \$215.00 4118346

DATE SIGNED:	03/01/2018
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of March 1, 2018 by SIMPLY MONEY IP HOLDINGS, LLC, an Ohio limited liability company (the “**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Hanson McClain Group, L.P., Inc., a Delaware limited partnership (the “**Borrower**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 29, 2017, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademark or Trademarks, as applicable, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest

in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SIMPLY MONEY IP HOLDINGS, LLC

By: 
Name: Scott Hanson
Title: Co-Chief Executive Officer

Agreed and accepted as of
the date first written above:

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: _____

Name: Drew Guyette

Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', is written over a horizontal line. The signature is stylized and extends above and below the line.

SCHEDULE A

Trademark Registrations

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
NATIONALLY RECOGNIZED, GLOBALLY CONNECTED, LOCALLY ACCESSIBLE	85389251	04-AUG-2011	4118346	27-MAR-2012	Simply Money IP Holdings, LLC
SIMPLY MONEY	77612173	11-NOV-2008	3672095	25-AUG-2009	Simply Money IP Holdings, LLC
SIMPLY MONEY	77394077	11-FEB-2008	3501473	16-SEP-2008	Simply Money IP Holdings, LLC
WE MAKE MONEY SIMPLE	86571476	20-MAR-2015	4845065	03-NOV-2015	Simply Money IP Holdings, LLC
SIMPLY MONEY	86976166	13-JUN-2014	4799876	25-AUG-2015	Simply Money IP Holdings, LLC
SIMPLY MONEY	86309417	13-JUN-2014	4923482	22-MAR-2016	Simply Money IP Holdings, LLC
Circle/Spiral logo	86309484	13-JUN-2014	4788530	11-AUG-2015	Simply Money IP Holdings, LLC
Simply Money Media	86648518	2-JUN-2015	5396796	6-FEB-2018	Simply Money IP Holdings, LLC