

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBS Factoring Service, LLC		02/13/2018	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Arvest Bank		
Street Address:	3900 N Lincoln Blvd		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73105		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87669940	PROSTART	
Serial Number:	87471876	HANDHELD FINANCE	
Serial Number:	87471902	PAYMENT ACCELERATOR	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0561818		
NAME OF SUBMITTER:	Brian Devling		
SIGNATURE:	/Brian Devling/		
DATE SIGNED:	03/26/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 13, 2018 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), between TBS Factoring Service, LLC, an Oklahoma limited liability company (“**Grantor**”) and Arvest Bank, NA, as Administrative Agent (in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement, dated as of February 13, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among TBS Factoring Service, LLC, an Oklahoma limited liability company (the “**Borrower**”), the Lenders party thereto, and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of February 13, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Loan Parties party thereto, and the Administrative Agent.

The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

The parties therefore agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. **Grant of Security Interest.** As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and 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, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “**Trademarks**”),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto,
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill, and
- (f) all proceeds of the foregoing.

3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

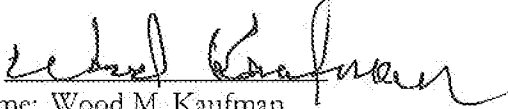
4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

The parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TBS FACTORING SERVICE, LLC

By: 
Name: Wood M. Kaufman
Title: Manager

ARVEST BANK, NA,
as Administrative Agent

By: _____
Name:
Title:

The parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TBS FACTORING SERVICE, LLC

By: _____
Wood M. Kaufman, Manager

ARVEST BANK, NA,
as Administrative Agent

By:  _____
Frank Sewell, Executive Vice President

SCHEDULE I
TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
ProStart			8766940	11/2/2017
Handheld Finance			87471876	6/1/2017
Payment Accelerator			87471902	6/1/2017