

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FactorTrust, Inc.		01/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4181692	FACTOR TRUST DATA ANALYTICS DECISIONS AL	
Registration Number:	4797875	FACTORTRUST	
Registration Number:	4897384	LENDPROTECT	
Registration Number:	5331053		
Serial Number:	87170049	CREDIT CLIMBER	
Serial Number:	87171448	CREDITCLIMBER	
Serial Number:	87171490	CREDIT CLIMBERS	
Serial Number:	87172352	CREDITCLIMBERS	
Serial Number:	87172395	THE ALTERNATIVE CREDIT BUREAU	
Serial Number:	87173997	CRA GATEWAY	
Serial Number:	87335115	CREDITLIFECYCLE	
Serial Number:	87336924	FLEXFORMAT	
Serial Number:	87336941	FLEX FORMAT	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		

CH \$340.00 4181692

Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1111779-2669-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 03/27/2018

Total Attachments: 5

source=2018 Grant of Security Interest in Trademark Rights (FactorTrust) (Execu#page1.tif
source=2018 Grant of Security Interest in Trademark Rights (FactorTrust) (Execu#page2.tif
source=2018 Grant of Security Interest in Trademark Rights (FactorTrust) (Execu#page3.tif
source=2018 Grant of Security Interest in Trademark Rights (FactorTrust) (Execu#page4.tif
source=2018 Grant of Security Interest in Trademark Rights (FactorTrust) (Execu#page5.tif

GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 12, 2018 is made by FactorTrust, Inc., a Delaware corporation with principal offices at 695 Mansell Rd #200, Roswell, GA 30076, (the “Grantor”) in favor of Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the “Grantee”), parties to the Security Agreement, dated as of June 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Grantee has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Grantee a continuing security interest in all Intellectual Property, including the Marks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Grantee, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of offset against all of Grantor’s right, title and interest in, to and under the Marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Collateral”), to the Agent, together with (i) all Proceeds and products of the Marks, (ii) the goodwill of the businesses with which the Marks are associated and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, provided that the grant of security interest shall not include “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the USPTO.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Grantee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

FACTORTRUST, INC., Grantor

By M J Forde
Name: Michael J. Forde
Title: Senior Vice President and Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

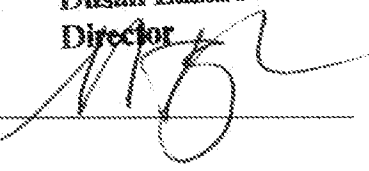
By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By 
Name: **Dusan Lazarov**
Title: **Director**

By 
Name: _____
Title: **Marcus Tarkington**
Director

SCHEDULE A

<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
FACTOR TRUST DATA ANALYTICS DECISIONS ALTERNATIVE CREDIT DATA SOLUTIONS	Dec. 23, 2010	Registered	4,181,692
FACTORTRUST	May 23, 2014	Registered	4,797,875
LENDPROTECT	Dec. 31, 2014	Registered	4,897,384
[Design Only]	Sep. 16, 2016	Registered	5,331,053
CREDIT CLIMBER	Sep. 13, 2016	Pending	87170049
CREDITCLIMBER	Sep. 14, 2016	Pending	87171448
CREDIT CLIMBERS	Sep. 14, 2016	Pending	87171490
CREDITCLIMBERS	Sep. 15, 2016	Pending	87172352
THE ALTERNATIVE CREDIT BUREAU	Sep. 15, 2016	Pending	87172395
CRA GATEWAY	Sep. 16, 2016	Pending	87173997
CREDITLIFECYCLE	Feb. 14, 2017	Pending	87335115
FLEXFORMAT	Feb. 15, 2017	Pending	87336924
FLEX FORMAT	Feb. 15, 2017	Pending	87336941