

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM494719

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fiesta Insurance Franchise Corporation		10/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	588085	FACIT	
Registration Number:	581389		
Serial Number:	87550959		
Serial Number:	87440373	LATINOS COMO TÚ	
Serial Number:	87318391	FIESTA TAX SERVICE	
Serial Number:	77929593	FIESTA WIRELESS	
Serial Number:	77929595	FIESTA WIRELESS	
Serial Number:	77889939	FIESTA TAX SERVICE	
Serial Number:	77733991	FIESTA AUTO INSURANCE	
Serial Number:	77729634	FIESTA TAX SERVICE	
Serial Number:	78881876	FIESTA INSURANCE	
Serial Number:	78881886		
Serial Number:	78733449	HOME CONCIERGE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
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.			

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Phone: 312-577-8438
Email: raquel.haleem@kattenlaw.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	10/19/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 19, 2018, by Fiesta Insurance Franchise Corporation, a Delaware corporation (“**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, Grantor, the other “**Borrowers**” party to the Credit Agreement from time to time (each a “**Borrower**” and collectively the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of October 19, 2018 (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 Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 19, 2018, 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 Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers 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 renewals 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.

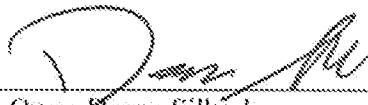
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under 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 any 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.

**FIESTA INSURANCE FRANCHISE
CORPORATION**

By: 
Name: Owen Deane Silke Jr.
Title: President

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

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
SENSORY MARK	87550959	01-AUG-2017	N/A	N/A
LATINOS COMO TU	87440373	08-MAY-2017	5346087	28-NOV-2017
FIESTA TAX SERVICE & Design	87318391	30-JAN-2017	5290226	19-SEP-2017
FIESTA WIRELESS & Design	77929593	05-FEB-2010	3831886	10-AUG-2010
FIESTA WIRELESS	77929595	05-FEB-2010	3831887	10-AUG-2010
FIESTA TAX SERVICE & Design	77889939	09-DEC-2009	3831097	10-AUG-2010
FIESTA AUTO INSURANCE	77733991	11-MAY-2009	3721845	08-DEC-2009
FIESTA TAX SERVICE	77729634	05-MAY-2009	3721613	08-DEC-2009
FIESTA INSURANCE	78881876	11-MAY-2006	3503108	16-SEP-2008
<i>Design Only</i>	78881886	11-MAY-2006	3367044	08-JAN-2008
FIESTA AUTO INSURANCE CENTER	78733449 (Louisiana)			02-OCT-2009
FIESTA AUTO INSURANCE CENTER	20018689 (Wyoming)		WY 2010-000581389	09-MAR-2010
FIESTA AUTO INSURANCE CENTER	(Arizona)	02-JAN-2014	588085	02-JAN-2014