

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510119

| | | | |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FSA Store Inc. | | 02/14/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC, as Agent | | |
| Street Address: | 111 S Wacker Drive, 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5429255 | CARING MILL | |
| Registration Number: | 5552228 | CARING MILL | |
| Registration Number: | 5126007 | FSA PERKS | |
| Registration Number: | 5225806 | FSA STORE | |
| Registration Number: | 4150115 | FSA STORE | |
| Registration Number: | 5337390 | HSA STORE | |
| Registration Number: | 4832618 | HSA STORE | |
| Registration Number: | 5572363 | TRIPLE TAX SAVINGS CALCULATOR | |
| Serial Number: | 88013770 | CARING MILL | |
| Serial Number: | 88013763 | CARING MILL | |
| Serial Number: | 87650808 | FSA ELIGIBLE | |
| Serial Number: | 87632061 | FSA ELIGIBLE GUARANTEE | |
| Serial Number: | 88071684 | FSA INSIDERS | |
| Serial Number: | 87631752 | FSA OK | |
| Serial Number: | 87667119 | HEALTH-E COMMERCE | |
| Serial Number: | 88071701 | HSA INSIDERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125774565 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |
| TRADEMARK | | | |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 386565-120 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| SIGNATURE: | /Kristin Brozovic/ |
| DATE SIGNED: | 02/14/2019 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 14th day of February, 2019, by FSA STORE INC., a Delaware corporation (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as Borrower, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of February 14th, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 14th, 2019 among Grantee, Grantor and the Loan Parties (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 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 therefor), 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 Grantor 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 Representations and Warranties of the 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. 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. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms 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 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:

(i) 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

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

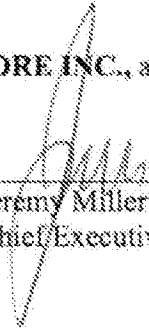
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

FSA STORE INC., a Delaware corporation

By: 
Name: Jeremy Miller
Title: Chief Executive Officer

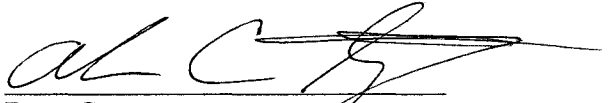
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006563 FRAME: 0091

Please indicate your agreement and acceptance to the foregoing by signing below and returning this Fee Letter to us.

Sincerely,

TWIN BROOK CAPITAL PARTNERS, LLC




By: 
Name: Drew Guyette
Title: Chief Credit Officer



[Signature Page to Fee Letter]

TRADEMARK
REEL: 006563 FRAME: 0092

Schedule A

U.S. Trademark Registrations

| Grantor | Trademark Title | Trademark Registration Number | Trademark Registration Date | Trademark Application Number | Trademark Application Date |
|----------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------|-------------------------------------|-----------------------------------|
| FSA STORE INC. | CARING MILL | 5429255 | 3/20/2018 | 87197695 | 10/10/2016 |
| FSA STORE INC. | CARING MILL | | | 88013770 | 6/25/2018 |
| FSA STORE INC. | CARING MILL Design  caring mill | 5552228 | 8/28/2018 | 87580488 | 8/23/2017 |
| FSA STORE INC. | CARING MILL Design  caring mill | | | 88013763 | 6/25/2018 |
| FSA STORE INC. | FSA ELIGIBLE Design  | | | 87650808 | 10/18/2017 |
| FSA STORE INC. | FSA ELIGIBLE GUARANTEE | | | 87632061 | 10/3/2017 |
| FSA STORE INC. | FSA INSIDERS | | | 88071684 | 8/9/2018 |
| FSA STORE INC. | FSA OK | | | 87631752 | 10/3/2017 |
| FSA STORE INC. | FSA PERKS | 5126007 | 1/17/2017 | 86792495 | 10/19/2015 |

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|----------------|------------------------------------------------------------------------------------------------------------------|---------|------------|----------|------------|
| FSA STORE INC. | FSA STORE | 5225806 | 6/20/2017 | 86783019 | 10/9/2015 |
| FSA STORE INC. | FSA STORE Stylized & Design  | 4150115 | 5/29/2012 | 85440224 | 10/5/2011 |
| FSA STORE INC. | HEALTH-E COMMERCE | | | 87667119 | 10/31/2017 |
| FSA STORE INC. | HSA INSIDERS | | | 88071701 | 8/9/2018 |
| FSA STORE INC. | HSA STORE | 5337390 | 11/14/2017 | 87511121 | 6/29/2017 |
| FSA STORE INC. | HSA STORE Stylized & Design  | 4832618 | 10/13/2015 | 86182760 | 2/3/2014 |
| FSA STORE INC. | TRIPLE TAX SAVINGS CALCULATOR | 5572363 | 9/25/2018 | 87631792 | 10/3/2017 |