

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCP, LLC		04/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5691405	TC SAFE	
Registration Number:	5491767	TC CARDCURRENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6262.037		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	04/02/2019		
Total Attachments: 4			
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of August 25, 2017 (the "Agreement") made by TCPP, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as Collateral Agent for certain secured parties ("Collateral Agent") is dated as of April 2, 2019.

WHEREAS, pursuant to that certain Credit Agreement dated as of August 25, 2017 by and among Grantor, the other Credit Parties party thereto, the Persons party thereto from time to time as lenders ("Lenders"), Collateral Agent, and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for the Lenders, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Collateral Agent are parties to that certain Pledge and Security Agreement dated as of August 25, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which, among other things, Grantor has granted to the Collateral Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Security Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

TCPP, LLC

By: _____
Name: Andrew Rueff
Title: Executive Chairman

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

TCP, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent

By: _____
Name: Greg Watts _____
Title: Senior Vice President _____

SCHEDULE 1

TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
TC SAFE	TCP, LLC	88052694	Registered	5691405	03/05/19
TC CARDCURRENT	TCP, LLC	87673738	Registered	5491767	06/12/18