

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESMAN, LLC		10/03/2019	Limited Liability Company: UTAH
RESMAN HOLDINGS, LLC		10/03/2019	Limited Liability Company: DELAWARE
BUDGETRAC LLC		10/03/2019	Limited Liability Company: DELAWARE
BUDGETRAC SYSTEMS, LLC		10/03/2019	Limited Liability Company: NORTH CAROLINA
RESMAN INSURANCE AGENCY, LLC		10/03/2019	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as Collateral Agent
Street Address:	345 California Street, Suite 3300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2570008	RESMAN
Registration Number:	5627219	LOVE YOUR SOFTWARE

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

CH \$65.00 2570008

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	10/03/2019
Total Attachments: 4 source=TPG - ResMan - Grant of Security Interest in Trademarks [Executed](144513528_1)#page1.tif source=TPG - ResMan - Grant of Security Interest in Trademarks [Executed](144513528_1)#page2.tif source=TPG - ResMan - Grant of Security Interest in Trademarks [Executed](144513528_1)#page3.tif source=TPG - ResMan - Grant of Security Interest in Trademarks [Executed](144513528_1)#page4.tif	

GRANT OF A SECURITY INTEREST IN TRADEMARKS

October 3, 2019

WHEREAS, RESMAN, LLC, a Utah limited liability company, RESMAN HOLDINGS, LLC, a Delaware limited liability company, BUDGETRAC LLC, a Delaware limited liability company, BUDGETRAC SYSTEMS, LLC, a North Carolina limited liability company and RESMAN INSURANCE AGENCY, LLC, a Texas limited liability company (each, a “Grantor” and collectively, “Grantors”), holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantors, among others, has entered into a Pledge and Security Agreement, dated as of October 3, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TPG SPECIALTY LENDING, INC., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof including those referred to in Schedule A, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future infringement or violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

RESMAN HOLDINGS, LLC

By: 

Name: Kim Sheehy

Title: Chief Financial Officer

RESMAN, LLC

By: 

Name: Kim Sheehy

Title: Chief Financial Officer

BUDGETRAC LLC

By: 

Name: Kim Sheehy

Title: Chief Financial Officer

BUDGETRAC SYSTEMS, LLC

By: 

Name: Kim Sheehy

Title: Chief Financial Officer

RESMAN INSURANCE AGENCY, LLC

By: 

Name: Kim Sheehy


Title: Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF A SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006763 FRAME: 0211

Agreed to and Accepted by:

TPG SPECIALTY LENDING, INC.,
as Collateral Agent

By: 
Name: Robert (Bo) Stanley
Title: President

[SIGNATURE PAGE TO GRANT OF A SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006763 FRAME: 0212

SCHEDULE A TO GRANT OF A SECURITY INTEREST

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
ResMan, LLC	2570008	RESMAN
ResMan, LLC	5627219	LOVE YOUR SOFTWARE

Applications: None.