

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barri Financial Group, LLC		10/23/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as Collateral Agent		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4976947	BARRI FINANCIAL GROUP	
Registration Number:	4976948	BARRI FINANCIAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	25405 / 023		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	10/24/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “*Trademark Security Agreement*”) dated as of October 23, 2019, is made by BARRI FINANCIAL GROUP, LLC, a Texas limited liability company (“*Grantor*”) in favor of GLAS AMERICAS LLC (“*GLAS*”), a New York limited liability company, as collateral agent (in such capacity, together with its successors and permitted assigns, “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 23, 2019 (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among BARRI FINANCIAL GROUP, LLC, a Texas limited liability company (“*BFG*”), BARRI MONEY SERVICES, LLC, a Texas limited liability company (“*BMS*”), HLC REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company (“*HLC Real Estate*”), HISPANIC LOAN COMPANY, LLC, a Delaware limited liability company (“*HLC*”, and together with BFG, BMS, HLC Real Estate and the other companies from time to time party thereto as borrowers, each, a “*Borrower*” and collectively, “*Borrowers*”), BARRI HOLDINGS, LLC, a Texas limited liability company (“*Holdings*”), the Collateral Agent, the Administrative Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Collateral Agent (the “*Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Collateral Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral**. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and assigns to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

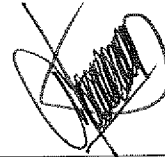
7. Intercreditor Agreement. The terms of this Trademark Security Agreement shall be subject in all respects to the terms of the Intercreditor Agreement. To the extent any provision of this Trademark Security Agreement conflicts with the terms of the Intercreditor Agreement, the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

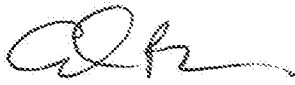
BARRI FINANCIAL GROUP, LLC,
as Grantor



By: _____
Name: Alberto Laureano
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GLAS AMERICAS LLC,
a New York limited liability company, as Collateral Agent

By: 
Name: ADAM BERMAN
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006778 FRAME: 0338

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Type	Description
Barri Financial Group, LLC	Trademark – BFG Logo	US Serial Number: 86767283 US Registration Number: 4976947 Mark Type: Service Mark Registration Date: 06/14/2016 Status: Live
Barri Financial Group, LLC	Trademark – BFG Name	US Serial Number: 86767287 US Registration Number: 4976948 Mark Type: Service Mark Registration Date: 06/14/2016 Status: Live

2. TRADEMARK APPLICATIONS

None.