

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STEARNS LENDING, LLC		11/05/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BLACKSTONE CAPITAL PARTNERS VI NQ/NF L.P.
Street Address:	345 PARK AVENUE
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	Limited Partnership: DELAWARE
Name:	BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VI-NQ - ESC L.P.
Street Address:	345 PARK AVENUE
Internal Address:	16TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10154
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2926090	STEARNS
Registration Number:	4033704	STEARNS
Registration Number:	3178045	
Registration Number:	3700441	OUTRAGEOUSLY TALENTED
Registration Number:	4193919	WE CAN HELP YOU!
Registration Number:	4736449	BUILDER SECURELOCK
Registration Number:	4543298	MEETING YOUR NEEDS. EXCEEDING YOUR EXPECTATIONS
Registration Number:	5162766	QUALIFI
Registration Number:	4605629	STEARNS ADVANTAGE
Registration Number:	4541888	STEARNS FINANCIAL INSTITUTIONS GROUP
Registration Number:	4375020	STEARNS HOME LOANS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5655988	STEARNS ORIJIN
Registration Number:	4749032	STEARNS PREMIER PATH
Registration Number:	4543600	STEARNSSAVER
Serial Number:	86583096	STEARNS ORIJIN
Serial Number:	86583115	STEARNS ORIJIN

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	010395/1769
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	11/05/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of November 5, 2019, by Stearns Lending, LLC., a California limited liability company (the "Company") in favor of Blackstone Capital Partners VI NQ/NF L.P. and Blackstone Family Investment Partnership VI-NQ - ESC L.P. (jointly but not severally, the "Lender").

W I T N E S S E T H:

WHEREAS, the Company, as borrower, the Guarantors party thereto and the Lender have entered into the Senior Secured Promissory Note, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note").

WHEREAS, the Company, amongst others, is party to a Guarantee, Pledge and Security Agreement, dated as of November 5, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Lender, for the benefit of the Lender and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to enter into Note, the Company hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Company hereby pledges and grants to the Lender a Lien on and security interest in and to all of the right, title and interest of the Company in, to and under all the following Collateral of the Company (collectively, the "Trademark Collateral"):

(a) the Trademarks of the Company, including the Trademarks listed on Schedule 1 hereto (provided that, notwithstanding anything to the contrary herein or in any other provision of any Note Document, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), solely to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration);

(b) all goodwill associated with or symbolized by such Trademarks; and

(c) all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Company from time to time with respect to the foregoing.

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on and 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 be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Lender pursuant to Section 12.4 of the Security Agreement, upon written request of the Company, the Lender shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Company authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF EACH PARTY HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

STEARNS LENDING, LLC

By:



Name: Steve Smith

Title: President and Chief Financial Officer

Accepted and Agreed:

BLACKSTONE CAPITAL PARTNERS VI NQ/NF L.P., as the Lender

By its General Partner:

BLACKSTONE MANAGEMENT ASSOCIATES VI-NQ L.L.C.

By its Sole Member:

BMA VI-NQ L.L.C.

By:  _____

Name: Martin Brand

Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP VI-NQ - ESC L.P., as the Lender

By its General Partner:

BCP VI-NQ SIDE-BY-SIDE GP L.L.C.

By:  _____

Name: Martin Brand

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006788 FRAME: 0772

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APP. NO.	FILING DATE	ISSUE DATE
Stearns Lending, LLC	STEARNS	USA	2926090	78/326363	11/21/2003	2/8/2005
Stearns Lending, LLC	STEARNS	USA	4033704	85/107540	8/13/2010	10/4/2011
Stearns Lending, LLC	Star Design	USA	3178045	78/505316	10/25/2004	11/28/2006
Stearns Lending, LLC	OUTRAGEOUSLY TALENTED	USA	3700441	78/962739	8/29/2006	10/20/2009
Stearns Lending, LLC	WE CAN HELP YOU!	USA	4193919	85/503292	12/23/2011	8/21/2012
Stearns Lending, LLC	BUILDER SECURELOCK	USA	4736449	86/213313	3/6/2014	5/12/2015
Stearns Lending, LLC	MEETING YOUR NEEDS. EXCEEDING YOUR EXPECTATIONS.	USA	4543298	86/099464	10/23/2013	6/3/2014
Stearns Lending, LLC	QUALIFI	USA	5162766	86/981419	12/2/2015	3/14/2017
Stearns Lending, LLC	STEARNS ADVANTAGE	USA	4605629	86/252657	4/15/2014	9/16/2014
Stearns Lending, LLC	STEARNS FINANCIAL INSTITUTIONS GROUP	USA	4541888	85/895739	4/4/2013	6/3/2014
Stearns Lending, LLC	STEARNS HOME LOAN	USA	4375020	85/733359	9/19/2012	7/30/2013
Stearns Lending, LLC	STEARNS ORIJIN	USA	5655988	86/601083	4/17/2015	1/15/2019
Stearns Lending, LLC	STEARNS PREMIER PATH	USA	4749032	86/192482	2/13/2014	6/2/2015
Stearns Lending, LLC	STEARNSSAVER	USA	4543600	86/128071	11/25/2013	6/3/2014

Trademark Applications:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Stearns Lending, LLC	STEARNS ORIJIN and Design	USA	86/583096	3/31/2015
Stearns Lending, LLC	STEARNS ORIJIN and Design	USA	86/583115	3/31/2015