

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Associates, LLC		11/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CA LOAN A HOLDINGS, LLC		
Street Address:	9320 Excelsior Boulevard		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CA LOAN B HOLDINGS, LLC		
Street Address:	9320 Excelsior Boulevard		
City:	Hopkins		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5880931	DEBT HERO	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		

CH \$40.00 5880931

DATE SIGNED:	11/05/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 1, 2019, is made by **CREDIT ASSOCIATES, LLC**, a Delaware limited liability company (the "Grantor") in favor of **CA LOAN A HOLDINGS, LLC**, a Delaware limited liability company, and **CA LOAN B HOLDINGS, LLC**, a Delaware limited liability company (collectively, together with their successors and assigns, the "Lender").

Reference is hereby made to that certain Term Loan, Security and Guarantee Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified and in effect from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement) among Tejas Legacy, LLC, a Delaware limited liability company, the Grantor, the other Guarantors from time to time party thereto, and the Lender. The Grantor has pledged and granted to the Lender a continuing security interest in all intellectual property, including the Trademarks (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

1. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full in cash of all the Obligations, the Lender shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks (as defined below) acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) the right to obtain all renewals thereof, and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan Agreement and the other Loan Documents and is expressly subject to the terms and conditions thereof. The Loan Agreement and the other Loan Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

CREDIT ASSOCIATES, LLC



By: _____

Name: Richard Burton

Title: Authorized Signatory

LENDER:

CA LOAN A HOLDINGS, LLC,
as Term Loan A Lender

By: CA LOAN TOPCO A, LLC
Its: Member/Manager

By: CVI CVF IV MASTER FUND I LP
Its: Member/Manager

By: CARVAL CVF IV GP LP
Its: General Partner

By: CARVAL CARRY GP CORP.
Its: General Partner

By: 
Name: Christopher J. Hedberg
Title: Director

CA LOAN B HOLDINGS, LLC,
as Term Loan B Lender

By: TRANQUILITY FUNDING, LLC
Its: Member/Manager

By: CVI CVF IV MASTER FUND I LP
Its: Member/Manager

By: CARVAL CVF IV GP LP
Its: General Partner

By: CARVAL CARRY GP CORP.
Its: General Partner

By: 
Name: Christopher J. Hedberg
Title: Director

SCHEDULE A

Trademark Registrations and Applications

United States Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
DEBT HERO	5880931	10/08/2019	Owner: CreditAssociates, LLC, a Delaware limited liability company

Pending Trademark Applications

None.