

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact Advisors, LLC		12/20/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Agent		
Street Address:	201 N. Union Street, Suite 420		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5451780	ETHOLUTION	
Registration Number:	3954673	IMPACT ADVISORS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7156.060		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	12/20/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this **20** day of December, 2019, by and between **IMPACT ADVISORS, LLC**, an Illinois limited liability company (the "Grantor") and **OXFORD FINANCE LLC**, a Delaware limited liability company ("Oxford"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **IMPACT ADVISORS HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), the Grantor, each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, and for the avoidance of doubt and notwithstanding anything to the contrary herein, excluding Excluded Assets pursuant to and in accordance with the Credit Agreement the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by each Grantor against third parties for past, present or future (i) infringement or dilution thereof, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation related to the foregoing .

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and for the ratable benefit of Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, which for the avoidance of doubt and notwithstanding anything to the contrary herein, excludes Excluded Assets pursuant to and in accordance with the Credit Agreement, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Trademark Security Agreement may be transmitted and/or signed by facsimile or other electronic transmission, and shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND

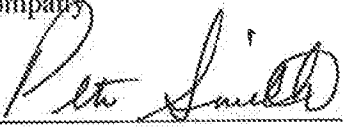
JURY TRIAL WAIVER, SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

IMPACT ADVISORS, LLC, an Illinois limited liability company

By: 
Name: Peter Smith
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC

By: 

Name: Colette M. Featherly

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Mark	Application/ Registration No.	Application/ Registration Date
U.S.	ETHOLUTION	Application No: 87594335 Registration No: 5451780	Application Date: September 1, 2017 Registration Date: April 24, 2018
U.S.	IMPACT ADVISORS	Application No: 85120767 Registration No: 3954673	Application Date: September 1, 2010 Registration Date: May 3, 2011