

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	1.5 Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progrexion IP, Inc.		05/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	H.I.G. Progrexion, LLC, as Collateral Agent		
Street Address:	c/o H.I.G. Capital, L.L.C., 1450 Brickell Avenue, 31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4863650	REPORTWATCH	
Registration Number:	3271824	LEXINGTON LAW	
Registration Number:	4379030	LL	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054182-0006		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/28/2020		
Total Attachments: 5			
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1.5 LIEN TRADEMARK SECURITY AGREEMENT

This 1.5 LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of May 27, 2020, by and among **CREDIT.COM, INC.**, **PROGREXION IP, INC.** (each, a “Grantor”) and **H.I.G. PROGREXION, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESETH:

WHEREAS, each Grantor is party to a 1.5 Lien Pledge and Security Agreement, dated as of May 27, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified in accordance with the terms thereof, the “1.5 Lien Security Agreement”), in favor of the Collateral Agent pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the 1.5 Lien Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the 1.5 Lien Security Agreement and used herein have the meaning given to them in the 1.5 Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. 1.5 Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the 1.5 Lien Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 1.5 Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the 1.5 Lien Security Agreement, the provisions of the 1.5 Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the 1.5 Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each

Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain Amended and Restated Intercreditor Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Amended and Restated Intercreditor Agreement”). In the event of any conflict among the terms of the Amended and Restated Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Amended and Restated Intercreditor Agreement shall govern and control.

SECTION 7. Sections 7.14, 7.15, 7.16, 8.1 and 8.2 of the Security Agreement are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutadis mutandis as if fully set forth herein.

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IN WITNESS WHEREOF, each 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.

CREDIT.COM, INC.
PROGREXION IP, INC.,
each a Grantor

By:  _____
Name: Michael DeVico
Title: President

Accepted and Agreed:

H.I.G. PROGREXION, LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to 1.5 Lien Trademark Security Agreement]

TRADEMARK
REEL: 006948 FRAME: 0279

SCHEDULE I
to
1.5 LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARK REGISTRATIONS

Registered Owner/Grantor	Trademark	Registration Number	Registration Date
Credit.com, Inc.	CREDIT.COM & Design	3,581,822	2/24/2009
Credit.com, Inc.	INSIGHT AND GUIDANCE FOR SMART CHOICES	3,357,390	12/18/2007
Credit.com, Inc.	WHEREVER YOU STAND, WE STAND BY YOU.	3,360,560	12/25/2007
Credit.com, Inc.	EXTRACREDIT	5,127,523	1/24/2017
Credit.com, Inc.	EXTRACREDIT	5,100,884	12/13/2016
Progrexion IP, Inc.	REPORT WATCH	4,863,650	12/1/2015
Progrexion IP, Inc.	Lexington Law	3,271,824	7/31/2007
Progrexion IP, Inc.	Lexington Law Logo	4,379,030	8/6/2013

U.S. TRADEMARK APPLICATIONS

Registered Owner/Grantor	Trademark Title	Application Number	Filing Date
Credit.com, Inc.	IT	88/202,998	11/21/2018
Credit.com, Inc.	IT it	88/203,014	11/21/2018