

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midland Credit Management, Inc.		07/09/2020	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Truist Bank (as successor by merger to SunTrust Bank)		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5732514	MCM MIDLAND CREDIT MANAGEMENT	
Registration Number:	5715476	MCM	
Registration Number:	5733920	MIDLAND CREDIT MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	michele.glessner@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	07/13/2020		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of July 9, 2020, by and from Midland Credit Management, Inc. (the “Grantor”), a Kansas corporation, whose principal address is 350 Camino De La Reina, Suite 100, San Diego, California 92108, to and in favor of TRUIST BANK (as successor by merger to SunTrust Bank, the “Grantee”), for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referenced below).

WHEREAS, the Grantor and Grantee are parties to that certain Second Amended and Restated Pledge and Security Agreement dated as of November 5, 2012 (as amended from time to time, the “Security Agreement”).

WHEREAS, Grantor has adopted, used and is using the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee for the benefit of the Secured Parties a security interest in (1) all of Grantor’s right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.



(c) The Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in

addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereunder shall be governed by, and construed by and interpreted in accordance with the laws of the State of New York.

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Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration Number	Registration Date	Serial Number	Owner
 MCM MIDLAND CREDIT MANAGEMENT and Design	5,732,514	April 23, 2019	88/087,715	Midland Credit Management, Inc. (Kansas Corp.)
 MCM and Design	5,715,476	April 2, 2019	88/116,010	Midland Credit Management, Inc. (Kansas Corp.)
MIDLAND CREDIT MANAGEMENT (Stylized)	5,733,920	April 23, 2019	88/130,182	Midland Credit Management, Inc. (Kansas Corp.)
Midland Credit Management				

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MIDLAND CREDIT MANAGEMENT, INC.

By: 
Name: Ryan Bell
Title: President

[Signature Page to Confirmatory Grant of Security Interest in Trademarks (July 2020)]

RECORDED: 07/13/2020

**TRADEMARK
REEL: 006997 FRAME: 0223**