

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genesis Financial Solutions, Inc.		07/28/2020	Corporation: DELAWARE
Genesis FS Card Services, Inc.		07/28/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4387417	MILESTONE	
Registration Number:	4235072	GENESIS	
Registration Number:	4265343	GENESIS CREDIT	
Registration Number:	3779456	INDIGO	
Serial Number:	88846218	INDIGO	
Serial Number:	88846224	MILESTONE	
CORRESPONDENCE DATA			
Fax Number:	3107854601		
<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:	3107854600		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Lina Perez, Hogan Lovells US LLP		
Address Line 1:	1999 Avenue of the Stars, Suite 1400		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	765212.000008		
NAME OF SUBMITTER:	Lina Perez		

CH \$165.00 4387417

SIGNATURE:	/Lina Perez /
DATE SIGNED:	07/28/2020
Total Attachments: 6 source=Gemini - Trademark Security Agreement Executed#page1.tif source=Gemini - Trademark Security Agreement Executed#page2.tif source=Gemini - Trademark Security Agreement Executed#page3.tif source=Gemini - Trademark Security Agreement Executed#page4.tif source=Gemini - Trademark Security Agreement Executed#page5.tif source=Gemini - Trademark Security Agreement Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 28, 2020 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of July 28, 2020 by and among GENESIS FINANCIAL SOLUTIONS, INC., a Delaware corporation (the "Borrower"), CLGF HOLDCO 2, LLC, a Delaware limited liability company ("Holdings"), the several financial institutions or other entities from time to time parties thereto (the "Lenders") and JEFFERIES FINANCE LLC, as administrative agent for the Lenders and as collateral agent for the Secured Parties, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a Guarantee and Collateral Agreement dated as of July 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in,

all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Trademarks"); and

(b) all agreements, licenses and covenants pursuant to which such Grantor has been granted rights in any Trademark or has otherwise been granted or has granted a covenant not to sue for infringement or other violation of any Trademark, including, without limitation, each agreement listed in Schedule A attached hereto.

Notwithstanding anything to the contrary in this Section 2, the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each of the parties hereto agrees on behalf of itself, and any Person acting or claiming by, under or through such party, that this Agreement or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application).

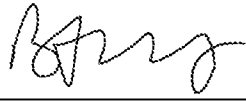
[Remainder of page intentionally left blank]

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

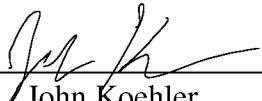
GENESIS FINANCIAL SOLUTIONS, INC., as
Borrower

By: 
Name: Bruce Weinstein
Title: President

GENESIS FS CARD SERVICES, INC.

By: 
Name: Bruce Weinstein
Title: President

JEFFERIES FINANCE LLC, solely in its capacity
as Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
MILESTONE	85806436	19-DEC-2012	4387417	20-AUG-2013	Genesis FS Card Services, Inc.
GENESIS	85407188	25-AUG-2011	4235072	30-OCT-2012	Genesis Financial Services, Inc.
GENESIS CREDIT	85396875	12-AUG-2011	4265343	25-DEC-2012	Genesis Financial Services, Inc.
INDIGO	77978624	02-JAN-2008	3779456	20-APR-2010	Genesis FS Card Services, Inc.
INDIGO	88846218	24 - MAR - 2020	N/A	N/A	Genesis FS Card Services, Inc.
MILESTONE	88846224	24-MAR-2020	N/A	N/A	Genesis FS Card Services, Inc.

TRADEMARK LICENSES

None.