

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIDEWATER FINANCE COMPANY		09/30/2020	Corporation: VIRGINIA
TIDEWATER CREDIT SERVICES,L.L.C.		09/30/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> Apollo Capital Management, L.P., DELAWARE, Limited Partnership Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company 		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5495795	TFC TIDEWATER FINANCE COMPANY	
Registration Number:	5495796	TMC TIDEWATER MOTOR CREDIT	
Registration Number:	5495797	TCS TIDEWATER CREDIT SERVICES LLC	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	97655-10 Marinescu		

CH \$90.00 5495795

NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	10/06/2020
Total Attachments: 6 source=MidCap Tidewater - Trademark Security Agreement (executed)#page1.tif source=MidCap Tidewater - Trademark Security Agreement (executed)#page2.tif source=MidCap Tidewater - Trademark Security Agreement (executed)#page3.tif source=MidCap Tidewater - Trademark Security Agreement (executed)#page4.tif source=MidCap Tidewater - Trademark Security Agreement (executed)#page5.tif source=MidCap Tidewater - Trademark Security Agreement (executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is effective September 30, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and MIDCAP FINANCIAL TRUST, a Delaware statutory trust, as administrative agent and collateral agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among TIDEWATER CONSUMER RECEIVABLES LLC, a Delaware limited liability company (“Borrower”), TIDEWATER FINANCE COMPANY, a Virginia corporation (“Parent”), WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association in its capacity as Collection Account Bank (together with its permitted successors or assigns, “Collection Account Bank”), the Lenders from time to time party thereto and Agent, the Lender Group has made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make other accommodations to Borrower as provided for in the Loan and Security Agreement and the other Facility Documents (including without limitation that certain Fourth Amendment to and Waiver Under Loan and Security Agreement dated September 30, 2020), but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of September 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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, each 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 Guaranty and Security Agreement or, if not defined therein, in the Loan and Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any 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 the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and Security 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Facility Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

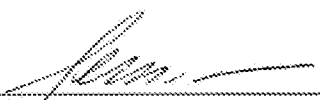
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TIDEWATER FINANCE COMPANY

By: 
Name: Nathan D. Benson
Title: Chief Executive Officer

TIDEWATER CREDIT SERVICES, L.L.C.

By: 
Name: Nathan D. Benson
Title: Manager

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

MIDCAP FINANCIAL TRUST, a Delaware statutory trust

By: Apollo Capital Management, L.P.,
its investment manager
By: Apollo Capital Management GP, LLC
its general partner

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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GRANTORS:

TIDEWATER FINANCE COMPANY

By: _____

Name: Nathan D. Benson

Title: Chief Executive Officer

TIDEWATER CREDIT SERVICES, L.L.C.

By: _____

Name: _____

Title: _____

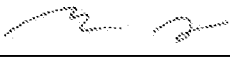
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

MIDCAP FINANCIAL TRUST, a Delaware statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC
its general partner

By:  _____

Name: Maurice Amsellem




Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007071 FRAME: 0937

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Tidewater Finance Company	United States	 TIDEWATER FINANCE COMPANY	5495795	August 3, 2017 / June 19, 2018
Tidewater Finance Company	United States	 TIDEWATER MOTOR CREDIT	5495796	August 3, 2017 / June 19, 2018
Tidewater Credit Services, L.L.C.	United States	 TIDEWATER CREDIT SERVICES, L.L.C.	5495797	August 3, 2017 / June 19, 2018