

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARCADIA SETTLEMENTS GROUP, INC.		10/06/2020	Corporation: CALIFORNIA
JMW SETTLEMENTS, LLC		10/06/2020	Limited Liability Company: DELAWARE
STRUCTURES INC.		10/06/2020	Corporation: NEVADA
INTEGRATED FINANCIAL SETTLEMENTS, INC.		10/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	LY-O HOLDINGS, LLC
Street Address:	191 North Wacker Drive, Suite 2350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE
Name:	RI-C HOLDINGS, LLC
Street Address:	191 North Wacker Drive, Suite 2350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5412794	ARCADIA
Registration Number:	5473774	ARCADIA SETTLEMENTS GROUP
Registration Number:	5473773	ARCADIA THE STRUCTURED SETTLEMENTS COMPA
Registration Number:	5473775	ARCADIA THE STRUCTURED SETTLEMENTS COMPA
Registration Number:	5384274	
Registration Number:	5313027	ARCADIA
Registration Number:	5165877	CMSS CERTIFIED MEDICARE SETTLEMENT SPECI
Registration Number:	4918123	

CH \$740.00 5412794

Property Type	Number	Word Mark
Registration Number:	4889037	IFS
Registration Number:	4981245	INTEGRATED FINANCIAL SETTLEMENTS
Registration Number:	4889038	STRUCTURED TO LEAD
Registration Number:	3979631	BECAUSE LIFE GOES ON
Registration Number:	3742349	EPS
Registration Number:	3774222	EPS SETTLEMENTS GROUP THE STRUCTURED SET
Registration Number:	3633964	IT'S OUR PRACTICE TO PROTECT YOURS
Registration Number:	3576996	IQ INTEGRATED QUOTING
Registration Number:	3129538	EPS SETTLEMENTS GROUP
Registration Number:	3129491	EPS LINK
Registration Number:	3067717	EDISON CMS
Registration Number:	2777607	
Registration Number:	2670591	A BALANCED APPROACH TO STRUCTURED SETTLE
Registration Number:	2807762	SETTLEMENTS TO LAST A LIFETIME
Registration Number:	1883939	JMW
Registration Number:	1791875	LIFELINE
Registration Number:	1563733	
Registration Number:	4772214	FEE STRUCTURE PLUS
Serial Number:	88847652	ASSURA TRUST
Serial Number:	88754012	SETTLEMENTS INSTITUTE
Serial Number:	88637717	

CORRESPONDENCE DATA

Fax Number: 2124466460

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.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: Attn: Hayley Smith

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 44155-5

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: //Hayley Smith//

DATE SIGNED: 10/07/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of October, 2020, by and among the Grantors listed on the signature page hereof (each, a “Grantor”, and together, the “Grantors”), LY-O Holdings, LLC, as the Tranche A Lender (the “Tranche A Lender”), and RI-C Holdings, LLC, as the Tranche B Lender (the “Tranche B Lender” and, together with the Tranche A Lender, the “Lenders”), on behalf of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 6, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among CSJ Financial Holdings, LLC, a Delaware limited liability company (“Holdings”), CSJ Financial, LLC, a Delaware limited liability company (the “Tranche A Borrower”), Integrated Financial Settlements, Inc., a Delaware corporation (the “Tranche B Borrower” and, together with the Tranche A Borrower, the “Borrowers”), the other Loan Parties and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other grantors have executed and delivered that certain Pledge and Security Agreement, dated as of October 6, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver to each Lender, for the benefit of the Secured Parties, this Trademark Security Agreement and to grant to each Lender a continuing security interest in the Trademark Collateral (as defined below) to secure all Obligations.

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby grant and pledge to each Lender, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantors’ 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, 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 the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED 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 Grantors to each Lender, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to each Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of each Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Grantors hereby authorize each Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantors. 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 each Lender's continuing security interest in all Collateral, 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 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.

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 8.09 AND SECTION 8.10 OF THE CREDIT 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.

GRANTOR: **ARCADIA SETTLEMENTS GROUP, INC.**
a California corporation

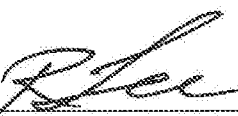
By: 
Name: Robert Lee
Title: Chairman of the Board

GRANTOR: **JMW SETTLEMENTS, LLC**
a Delaware limited liability company

By: Integrated Financial Settlements, Inc.
Its: Managing Member

By: 
Name: Robert Lee
Title: Chief Executive Officer

GRANTOR: **STRUCTURES INC.**
a Nevada corporation

By: 
Name: Robert Lee
Title: Chairman of the Board

GRANTOR: **INTEGRATED FINANCIAL SETTLEMENTS, INC.**
a Delaware corporation

By: 
Name: Robert Lee
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TRANCHE A LENDER :

LY-O HOLDINGS, LLC

By: Julie Klaff
Name: Julie Klaff
Title: President

TRANCHE B LENDER :

RI-C HOLDINGS, LLC

By: Julie Klaff
Name: Julie Klaff
Title: President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner	Comments/Items ¹
ASSURA TRUST	U.S. Federal	PENDING Intent to Use	88847652	March 25, 2020			INTEGRATED FINANCIAL SETTLEMENTS, INC.	
SETTLEMENTS INSTTTUTE	U.S. Federal	PENDING Intent to Use	88754012	January 10, 2020			INTEGRATED FINANCIAL SETTLEMENTS, INC.	
Design Only	U.S. Federal	PUBLISHED (PENDING) Intent to Use	88637717	October 1, 2019			ARCADIA SETTLEMENTS GROUP, INC.	
ARCADIA and Design	U.S. Federal	REGISTERED	87557025	August 4, 2017	5412794	February 27, 2018	ARCADIA SETTLEMENTS GROUP, INC.	
ARCADIA SETTLEMENTS GROUP	U.S. Federal	REGISTERED	87557044	August 4, 2017	5473774	May 22, 2018	ARCADIA SETTLEMENTS GROUP, INC.	
ARCADIA THE STRUCTURED SETTLEMENTS COMPANY	U.S. Federal	REGISTERED	87557041	August 4, 2017	5473773	May 22, 2018	ARCADIA SETTLEMENTS GROUP, INC.	
ARCADIA THE STRUCTURED SETTLEMENTS COMPANY and Design	U.S. Federal	REGISTERED	87557049	August 4, 2017	5473775	May 22, 2018	ARCADIA SETTLEMENTS GROUP, INC.	
Design Only	U.S. Federal	REGISTERED	87450413	May 15, 2017	5384274	January 23, 2018	STRUCTURES, INC.	
ARCADIA	U.S. Federal	REGISTERED	87135478	August 11, 2016	5313027	October 17, 2017	ARCADIA SETTLEMENTS GROUP, INC.	

¹ Grantors are predecessors in title to current record owners.

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner	Comments/Items ¹
CMSS CERTIFIED MEDICARE SETTLEMENT SPECIALIST	U.S. Federal	REGISTERED Certification	87135853	August 11, 2016	5165877	March 21, 2017	INTEGRATED FINANCIAL SETTLEMENTS, INC.	
RESOLVER	U.S. Federal	PUBLISHED (PENDING) Intent to Use	870399222	May 17, 2016			ARCADIA SETTLEMENTS GROUP, INC.	
Design Only	U.S. Federal	REGISTERED	86658533	June 10, 2015	4918123	March 15, 2016	INTEGRATED FINANCIAL SETTLEMENTS, INC.	
IFS	U.S. Federal	REGISTERED	86658527	June 10, 2015	4889037	January 19, 2016	INTEGRATED FINANCIAL SETTLEMENTS, INC.	
INTEGRATED FINANCIAL SETTLEMENTS	U.S. Federal	REGISTERED	86658530	June 10, 2015	4981245	June 21, 2016	INTEGRATED FINANCIAL SETTLEMENTS, INC.	
STRUCTURED TOLEAD	U.S. Federal	REGISTERED	86658531	June 10, 2015	4889038	January 19, 2016	INTEGRATED FINANCIAL SETTLEMENTS, INC.	
BECAUSE LIFE GOES ON	U.S. Federal	REGISTERED	85124803	September 8, 2010	3979631	June 14, 2011	ARCADIA SETTLEMENTS GROUP, INC.	
EPS	U.S. Federal	REGISTERED	77767130	June 24, 2009	3742349	January 26, 2010	ARCADIA SETTLEMENTS GROUP, INC.	
EPS SETTLEMENTS GROUP THE STRUCTURED SETTLEMENTS COMPANY	U.S. Federal	REGISTERED	77713386	April 14, 2009	3774222	April 13, 2010	ARCADIA SETTLEMENTS GROUP, INC.	
ITS OUR PRACTICE TO PROTECT YOURS	U.S. Federal	REGISTERED	77458492	April 25, 2008	3633964	June 9, 2009	JMW SETTLEMENTS, LLC	

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner	Comments/Refs ¹
IQ INTEGRATED QUOTING	U.S. Federal	REGISTERED	77172923	May 4, 2007	3576996	February 17, 2009	ARCADIA SETTLEMENTS GROUP, INC.	
EPS SETTLEMENTS GROUP	U.S. Federal	REGISTERED	78702651	August 29, 2005	3129538	August 15, 2006	ARCADIA SETTLEMENTS GROUP, INC.	Assignee: STONE HARBOR II LLC, AS ADMINISTRATIVE AGENT DELAWARE LIMITED LIABILITY COMPANY 55 RAILROAD AVENUE, PLAZA LEVEL C/O PLAINFIELD ASSET MANAGEMENT LLC GREENWICH, CONNECTICUT 06830 Assignor: EPS SETTLEMENTS GROUP, INC. CALIFORNIA CORPORATION Brief: SECURITY INTEREST Signed: 06-JUN-2008 Recorded: 17-JUN-2008 Reel/Frame: 3797/0229
EPS LINK and Design	U.S. Federal	REGISTERED	78699668	August 24, 2005	3129491	August 15, 2006	ARCADIA SETTLEMENTS GROUP, INC.	Assignee: STONE HARBOR II LLC, AS ADMINISTRATIVE AGENT DELAWARE LIMITED LIABILITY COMPANY 55 RAILROAD AVENUE, PLAZA LEVEL C/O PLAINFIELD ASSET MANAGEMENT LLC GREENWICH, CONNECTICUT 06830 Assignor: EPS SETTLEMENTS GROUP, INC. CALIFORNIA CORPORATION Brief: SECURITY INTEREST Signed: 06-JUN-2008 Recorded: 17-JUN-2008 Reel/Frame: 3797/0229
EDISON CMS and Design	U.S. Federal	REGISTERED	78511608	November 4, 2004	3067717	March 14, 2006	ARCADIA SETTLEMENTS GROUP, INC.	Assignee: STONE HARBOR II LLC, AS ADMINISTRATIVE AGENT DELAWARE LIMITED LIABILITY COMPANY 55 RAILROAD AVENUE, PLAZA

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner	Comments/Items ¹
								LEVEL C/O PLAINFIELD ASSET MANAGEMENT LLC GREENWICH, CONNECTICUT 06830 Assignor: EPS SETTLEMENTS GROUP, INC. CALIFORNIA CORPORATION Brief: SECURITY INTEREST Signed: 06-JUN-2008 Recorded: 17-JUN-2008 Reel/Frame: 3797/0229
Design Only	U.S. Federal	REGISTERED	76455751	September 30, 2002	2777607	October 28, 2003	ARCADIA SETTLEMENTS GROUP, INC.	Assignee: STONE HARBOR II LLC, AS ADMINISTRATIVE AGENT DELAWARE LIMITED LIABILITY COMPANY 55 RAILROAD AVENUE, PLAZA LEVEL C/O PLAINFIELD ASSET MANAGEMENT LLC GREENWICH, CONNECTICUT 06830 Assignor: EPS SETTLEMENTS GROUP, INC. CALIFORNIA CORPORATION Brief: SECURITY INTEREST Signed: 06-JUN-2008 Recorded: 17-JUN-2008 Reel/Frame: 3797/0229
A BALANCED APPROACH TO STRUCTURED SETTLEMENTS	U.S. Federal	REGISTERED Supplemental Register	76317555	September 26, 2001	2670591	December 31, 2002	JMW SETTLEMENTS, LLC	
SETTLEMENTS TO LAST A LIFETIME JMW	U.S. Federal	REGISTERED	76293725	August 2, 2001	2807762	January 27, 2004	JMW SETTLEMENTS, LLC	
	U.S. Federal	REGISTERED	74499654	March 14, 1994	1883939	March 14, 1995	JMW SETTLEMENTS, LLC	
LIFELINE	U.S. Federal	REGISTERED	74313504	September 14, 1992	1791875	September 7, 1993	ARCADIA SETTLEMENTS GROUP, INC.	Assignee: BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, AS AGENT

Trademark	Jurisdiction	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner	Comments/Items ¹
Design Only	U.S. Federal	RENEWED (REGISTERED)	73744590	August 8, 1988	1563733	October 31, 1989	JMW SETTLEMENTS, LLC	
STRUCTURES STL, INC.	NE State	INACTIVE	10242076	April 19, 2017			Structures, Inc.	Trade Name
FEE STRUCTURE PLUS	U.S. Federal	REGISTERED	86442773	November 3, 2014	4772214	July 14, 2015	IFS Special Markets, Inc.	
								<p>Assignee: STONE HARBOR II LLC, AS ADMINISTRATIVE AGENT DELAWARE LIMITED LIABILITY COMPANY 55 RAILROAD AVENUE, PLAZA LEVEL C/O PLAINFIELD ASSET MANAGEMENT LLC GREENWICH, CONNECTICUT 06830</p> <p>Assignor: EPS SETTLEMENTS GROUP, INC. CALIFORNIA CORPORATION Brief: SECURITY INTEREST Signed: 06-JUN-2008 Recorded: 17-JUN-2008 Reel/Frame: 3797/0229</p> <p>Assignee: NATIONAL BANKING ASSOCIATION 555 CALIFORNIA STREET SAN FRANCISCO, CALIFORNIA 94104</p> <p>Assignor: ENTERPRISE PROFIT SOLUTIONS CORPORATION DELAWARE CORPORATION Brief: SECURITY INTEREST Signed: 19-MAR-1999 Recorded: 12-APR-1999 Reel/Frame: 1895/0302</p>

TRADEMARK

REEL: 007072 FRAME: 0621

RECORDED: 10/07/2020