

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHODES FINANCIAL SERVICES, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87764970	SLAY YOUR TAXES	
Serial Number:	87648546	T	
Serial Number:	87498933	TAXSLAYER PRO	
Serial Number:	87386818	WORKFUL	
Serial Number:	87387495	LEGALSPARK	
Serial Number:	87381000	SNAP & GO	
Serial Number:	87264888	TAXSLAYER.COM	
Serial Number:	86860100	TAXPERKS	
Serial Number:	85030404	TAXSLAYER.COM	
Serial Number:	85030429	TAXSLAYER	
Serial Number:	74659332	TAXSLAYER	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		

CH \$290.00 87764970

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.337

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 12/31/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of **MIDCAP FINANCIAL TRUST**, as administrative agent and as collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, **MEP-TS INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), and **MEP-TS MIDCO, LLC**, a Delaware limited liability company (the “Borrower”), have entered into that certain Credit Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 31, 2020 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP 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 (as defined in the Guarantee and Collateral Agreement):

(a) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and

exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1 (“Copyrights”);

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications or service mark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance of an amendment to allege use or statement of use by the United States Patent and Trademark Office, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”); and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) (items described in (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9 Termination.

(a) Upon the Discharge of Obligations, this IP Security Agreement and the Liens granted hereby (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and each Secured Party, by its authorization of the Administrative Agent's entering into this Agreement, hereby

authorizes the Administrative Agent to) take such actions and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release without the requirement for any further action by any Person and the Administrative Agent shall promptly (and each Secured Party, by its authorization of the Administrative Agent's entering into this Agreement, hereby authorizes the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release.

(b) In the event that any Grantor conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of any of the IP Collateral of any Grantor to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Credit Agreement, the Liens created hereunder in respect of such IP Collateral (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and the Secured Parties, by their authorization of the Administrative Agent's entering into this Agreement, hereby authorize the Administrative Agent to) take such actions and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release of Liens hereunder in respect of such IP Collateral. In the event that any IP Collateral has become, or is becoming, an Excluded Asset, then, at the request of any Grantor and at such Grantor's expense, the Administrative Agent agrees to promptly (and the Secured Parties, by their authorization of the Administrative Agent's entering into this Agreement, hereby authorize the Administrative Agent to) take such action and execute such documents as may be reasonably requested by any Grantor and at such Grantor's expense to terminate, discharge and release (or to further document and evidence the termination and release of) the Liens created hereunder in respect of such IP Collateral. Any representation, warranty or covenant contained in this IP Security Agreement relating to any IP Collateral of any Grantor shall no longer be deemed to be made with respect thereto once such IP Collateral is so conveyed, sold, leased, assigned, transferred or disposed of.

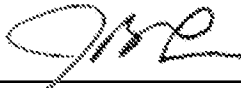
(c) All releases or other documents delivered by the Administrative Agent pursuant to this Section 9 shall be without recourse to, or warranty by, the Administrative Agent.

SECTION 9 Further Assurances. Upon any termination or release of the security interest in any IP Collateral pursuant to the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of security interests or Intellectual Property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of such security interests in such IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

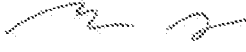
RHODES FINANCIAL SERVICES, LLC

By: 
Name: Brian Rhodes
Title: Chief Executive Officer

MIDCAP FINANCIAL TRUST

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

By: Apollo Capital Management GP, LLC,
its general partner



By: 

Name: Maurice Amsellem
Title: Authorized Signatory

COPYRIGHTS

Copyright	Owner	Reg. No.	Reg. Date
RCS tax program.	Rhodes Financial Services, Inc.	TXu000666064	22-JUL-1994
RCS tax program.	Rhodes Financial Services, Inc.	TXu000642176	21-JUL-1994
Taxslayer's business package : computer code.	Rhodes Financial Services, Inc.	TXu000936642	02-AUG-2000
Taxslayer's tax software : computer code.	Rhodes Financial Services, Inc.	TX0005144235	02-AUG-2000

TRADEMARKS

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SLAY YOUR TAXES	Rhodes Financial Services, Inc.	87764970	22-JAN-2018	5717171	02-APR-2019
	Rhodes Financial Services, Inc.	87648546	17-OCT-2017	5662579	22-JAN-2019
TAXSLAYER PRO	Rhodes Financial Services, Inc.	87498933	21-JUN-2017	5385220	23-JAN-2018
WORKFUL	Rhodes Financial Services, Inc.	87386818	27-MAR-2017	5509477	03-JUL-2018
LEGALSPARK	Rhodes Financial Services, Inc.	87387495	27-MAR-2017	5915270	19-NOV-2019
SNAP & GO	Rhodes Financial Services, Inc.	87381000	22-MAR-2017	N/A	N/A
	Rhodes Financial Services, Inc.	87264888	14-DEC-2016	5260006	08-AUG-2017
TAXPERKS	Rhodes Financial Services, Inc.	86860100	29-DEC-2015	5000422	12-JUL-2016
TAXSLAYER.COM	Rhodes Financial Services, Inc.	85030404	05-MAY-2010	3916455	08-FEB-2011
TAXSLAYER	Rhodes Financial Services, Inc.	85030429	05-MAY-2010	3916456	08-FEB-2011
TAXSLAYER	Rhodes Financial Services, Inc.	74659332	12-APR-1995	2007202	08-OCT-1996

Schedule 3

PATENTS

None.