

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBF Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
Granite Merchant Funding, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Midtown Madison Management LLC		
Street Address:	One Rockefeller Plaza, Floor 32		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4666717	EVEREST BUSINESS FUNDING	
Registration Number:	4666718	EVEREST BUSINESS FUNDING	
Registration Number:	5850277	GRANITE MERCHANT FUNDING	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/06/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, this “**Agreement**”), dated as of December 31, 2020, is made by the parties listed on the signature page hereof (each, a “**Grantor**” and collectively, jointly and severally, the “**Grantors**”) in favor of MIDTOWN MADISON MANAGEMENT LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders (defined below) (in such capacities, together with its successors and assigns, the “**Agent**”);

WHEREAS, each of WHETSTONE HOLDINGS, LLC, a Delaware limited liability company (“**Whetstone**”), EBF HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), VADER SERVICING, LLC, a Delaware limited liability company (“**Vader**”), GRANITE MERCHANT FUNDING, LLC, a Delaware limited liability company (“**Granite**”), ALPINE FUNDING PARTNERS, LLC, a Delaware limited liability company (“**Alpine**”, and together with Whetstone, Holdings, Vader and Granite, individually and collectively and jointly and severally, “**Borrower**”), has entered into that certain Loan and Security Agreement, dated as of the date hereof (the “**Loan Agreement**”; capitalized terms used but not defined herein shall have the meanings given them in the Loan Agreement), among Borrower, Servicer (as defined therein), each of the financial institutions from time to time a party thereto as lenders (individually each a “**Lender**” and collectively the “**Lenders**”), and Agent; and

WHEREAS, under the terms of the Loan Agreement and the other Loan Documents, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all trademark intellectual property of such Grantor and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Trademarks” means one or all of the following now owned or hereafter acquired by any Grantor: (i) all trademarks and service marks (whether registered or unregistered), now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, including those identified on Schedule A, (ii) all extensions or renewals thereof, and (iii) the goodwill associated with or symbolized by any of the foregoing. The Grantors have identified on Schedule A attached hereto whether or not any of Grantors’ Trademarks are not assignable.

(b) “Trademark License” means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any third party registered trademark, in each case to the extent assignable by such Grantor.

SECTION 2. Grant of Security.

Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto, together with all goodwill of the business

connected with the use of, and symbolized by, each Trademark and each Trademark License;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to and supporting obligations relating to any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall collectively constitute a single instrument and counterparts delivered by portable document format (.pdf) or other electronic transmission shall be deemed an original for all purposes.

SECTION 6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

EBF HOLDINGS, LLC

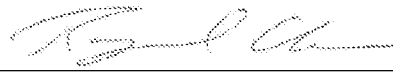
By: 
Name: Scott Crockett
Title: Manager

GRANITE MERCHANT FUNDING, LLC

By: 
Name: Scott Crockett
Title: Manager

AGENT:

MIDTOWN MADISON MANAGEMENT LLC

By: 
Name: Raymond Chan
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

OWNER	TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	STATUS
EBF Holdings, LLC	Everest Business Funding	86282237	4666717	1A-Live
EBF Holdings, LLC	Everest Business Funding	86282254	4666718	1A-Live
Granite Merchant Funding, LLC	Granite Merchant Funding	88299740	5850277	1A-Live

[Schedule A]
Trademark Security Agreement