

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharperlending Solutions, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4974566	TVP	
Registration Number:	4857084	XPERTONLINE	
Registration Number:	4897558	APPRAISAL FIREWALL	
Registration Number:	4897556	SHARPERLENDING	
Registration Number:	4108784	SHARPERLENDING	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	01/12/2021		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020 (this “Security Agreement”), is made by SHARPERLENDING SOLUTIONS, LLC, a Delaware limited liability company (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Consolidated Information Services Solutions Holdings, LLC, a Delaware limited liability company (“CIS Holdings”), UCS Holdings, LLC, a Pennsylvania limited liability company (“UCS Holdings” and together with CIS Holdings, collectively, “Holdings”), Consolidated Information Services Solutions, LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of October 20, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Grantor, the Borrower and certain of its Subsidiaries, have entered into the Guaranty and Security Agreement, dated as of October 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

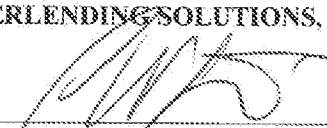
SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHARPERLENDING SOLUTIONS, LLC

By: 
Name: Perry Steiner
Title: Chairman

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TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: 
Name: Will Miller
Title: Vice President


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TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007160 FRAME: 0383

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
TVP (Stylized) 	United States	RN: 4,974,566 SN: 86/583,344	Mar. 31, 2015	Jun. 7, 2016	SharperLending Solutions, LLC
XPERTONLINE	United States	RN: 4,857,084 SN: 86/583,223	Mar. 31, 2015	Nov. 17, 2015	SharperLending Solutions, LLC
APPRAISAL FIREWALL	United States	RN: 4,897,558 SN: 86/583,151	Mar. 31, 2015	Feb. 9, 2016	SharperLending Solutions, LLC
SHARPERLENDING	United States	RN: 4,897,556 SN: 86/582,952	Mar. 31, 2015	Feb. 9, 2016	SharperLending Solutions, LLC
SHARPERLENDING	United States	RN: 4,108,784 SN: 85/380,943	Jul. 26, 2011	Mar. 6, 2012	SharperLending Solutions, LLC