

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF 1.5 LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H.I.G. PROGREXION, LLC		02/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PROSPECT CAPITAL CORPORATION
Street Address:	10 EAST 40TH STREET
Internal Address:	42ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3581822	CREDIT.COM
Registration Number:	3357390	INSIGHT AND GUIDANCE FOR SMART CHOICES
Registration Number:	3360560	WHEREVER YOU STAND. WE STAND BY YOU.
Registration Number:	5127523	EXTRACREDIT
Registration Number:	5100884	EXTRACREDIT
Registration Number:	4863650	REPORTWATCH
Registration Number:	3271824	LEXINGTON LAW
Registration Number:	4379030	LL
Serial Number:	88202998	IT
Serial Number:	88203014	IT

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

CH \$265.00 3581822

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: 59297.014

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 02/02/2021

Total Attachments: 4

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EXECUTION VERSION

**ASSIGNMENT AND ASSUMPTION OF
1.5 LIEN TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF 1.5 LIEN TRADEMARK SECURITY AGREEMENT (this "Assignment and Assumption"), dated as of February 2, 2020, is made by H.I.G. PROGEXION, LLC, as resigning administrative agent, as assignor ("Assignor"), and Prospect Capital Corporation, as successor administrative agent, as assignee ("Assignee").

WHEREAS, CREDIT.COM, INC., a Delaware corporation, and PROGEXION IP, INC., a Delaware corporation (each, a "Grantor" and collectively, the "Grantors"), and Assignor entered into that certain 1.5 Lien Trademark Security Agreement, dated as of May 27, 2020 (as amended, supplemented or otherwise modified prior to the date hereof, "Trademark Security Agreement"), pursuant to which Assignor received from the Grantors a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on **Schedule 1** and including such other trademark rights set forth in the Trademark Security Agreement ("Trademark Collateral"), which Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel/Frame 6948/0267 and 6948/0274; and

WHEREAS, pursuant to the Successor Agent Agreement, dated as of the date hereof (the "Successor Agent Agreement"), by, among others, the Assignor and the Assignee, Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Credit Agreement (as defined in the Trademark Security Agreement) and other Loan Documents (as defined in the Credit Agreement), including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. In the event of any conflict between this Trademark Security Agreement and any provision of the Successor Agent Agreement or the Security Agreement (as defined in the Credit Agreement), the Successor Agent or the Security Agreement, as applicable, shall control.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in any number of 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Assignment and Assumption to be duly executed as of the date first above written.

ASSIGNOR:

H.I.G. PROGREXION, LLC


By: 

Name: Richard Siegel

Title: Authorized Signatory

ASSIGNEE:

PROSPECT CAPITAL CORPORATION

By:  _____

Name: M. Grier Eliasek


Title: President and Chief Operating Officer

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Registered Owner/Grantor	Trademark	Registration Number	Registration Date
Credit.com, Inc.	CREDIT.COM & Design	3,581,822	2/24/2009
Credit.com, Inc.	INSIGHT AND GUIDANCE FOR SMART CHOICES	3,357,390	12/18/2007
Credit.com, Inc.	WHEREVER YOU STAND, WE STAND BY YOU.	3,360,560	12/25/2007
Credit.com, Inc.	EXTRACREDIT	5,127,523	1/24/2017
Credit.com, Inc.	EXTRACREDIT	5,100,884	12/13/2016
Progrexion IP, Inc.	REPORT WATCH	4,863,650	12/1/2015
Progrexion IP, Inc.	Lexington Law	3,271,824	7/31/2007
Progrexion IP, Inc.	Lexington Law Logo	4,379,030	8/6/2013

U.S. TRADEMARK APPLICATIONS

Registered Owner/Grantor	Trademark Title	Application Number	Filing Date
Credit.com, Inc.	IT	88/202,998	11/21/2018
Credit.com, Inc.	IT 	88/203,014	11/21/2018