

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLS FINANCIAL SERVICES, INC.		04/05/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Northbrook Bank & Trust Company, N.A., as Administrative Agent		
Street Address:	245 Waukegan Road		
City:	Northfield		
State/Country:	ILLINOIS		
Postal Code:	60093		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4437004	XPECTATIONS!	
Registration Number:	3209137	BECAUSE YOU DESERVE BETTER	
Registration Number:	3608096	XPRESS BENEFIT\$	
Registration Number:	3604878	XPRESS BENEFITS	
Registration Number:	3089210	PLS	
Registration Number:	2474727	PAYDAY LOAN STORE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1352043 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		

OP \$165.00 4437004

DATE SIGNED:	04/06/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of the 5th day of April, 2021, by **PLS FINANCIAL SERVICES, INC.**, an Illinois corporation, having a mailing address at One South Wacker Drive, Suite 3600, Chicago, Illinois 60606 (“**Debtor**”), with, and for the benefit and security of, **NORTHBROOK BANK & TRUST COMPANY, N.A.**, as Administrative Agent for the Lenders, having a mailing address at 245 Waukegan Road, Northfield, Illinois 60093 (“**Secured Party**”).

RECITALS

A. This Agreement is one of the “**Collateral Documents**” as defined in the Credit Agreement dated as of April 5, 2021, among Secured Party, Debtor, certain of Debtor’s affiliates and subsidiaries (together with Debtor, the “**Borrowers**”), and the Lenders party thereto (the “**Credit Agreement**,” which term shall include all exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto), pursuant to which the Lenders have agreed to provide one or more loans or other financial accommodations to or for the account of the Borrowers.

B. Lenders’ agreement to provide one or more loans or other financial accommodations to or for the account of Borrowers is subject to certain terms and conditions, including the condition that Debtor shall make this Agreement for the benefit of Secured Party as part of the security for the Obligations.

C. Debtor has also made that certain Security Agreement, dated as of April 5, 2021, for the benefit of Secured Party (the “**Security Agreement**,” which term shall include all exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants and agreements for the benefit and security of Secured Party:

ARTICLE I DEFINED TERMS

Section 1.01. Defined Terms. Capitalized terms that are not defined in this Agreement, but are defined in the Credit Agreement or Security Agreement, shall have the same definitions as ascribed to them in the Credit Agreement or Security Agreement, which definitions are incorporated herein by reference. Unless otherwise stated in this Agreement, the following capitalized terms used in this Agreement shall have the following meanings:

“**Loan Documents**” As defined in the Credit Agreement.

“**Governing Jurisdiction**” The State of Illinois.

“**Intent-To-Use Application**” An application (made under 15 U.S.C.A. §1051(b)), to register a mark that Debtor intends to use in commerce.

“**Obligations**” As defined in the Credit Agreement.

“**Property**” Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

“**Trademark**” Any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other Property, that may be entitled to trademark or similar protection under any Law in any jurisdiction worldwide.

“**Trademark Office**” The United States Patent and Trademark Office, and any successor thereto, and corresponding entities or agencies in or for any applicable jurisdictions outside the United States.

ARTICLE II SECURITY INTEREST

Section 2.01. Security Interest. To secure the full and timely payment, performance and satisfaction of the Obligations, and all indebtedness, obligations and liabilities of Debtor and Borrowers under the Loan Documents, and without limiting the legal operation or effect of any other Loan Document, Debtor hereby grants to Secured Party a security interest in all of Debtor’s right, title and interest in and to the Property described below, whether now owned or hereafter acquired, created or arising (referred to herein as “**Collateral**”):

(a) Trademarks, including, but not limited to, the Trademarks listed on Schedule 1 to this Agreement, whether domestic or foreign, and (i) any filings, registrations and recordings of, and applications for, any thereof, (ii) all tangible embodiments thereof, (iii) all rights and privileges arising under Applicable Law, including, without limitation, international treaties and conventions with respect to any Trademarks or any use thereof, (iv) all renewals thereof, (v) all income, royalties, fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith, (vi) all damages and payments for past or future infringements thereof, (vii) the right to sue for past, present and future infringements thereof, (viii) all rights corresponding thereto throughout the world, and (ix) all of the goodwill of Debtor’s business connected with or associated with and symbolized by such Trademarks (the Property described in this clause (a) being referred to herein as the “**Trademark Collateral**”); provided, however, the Trademark Collateral does not include an assignment of, and this Agreement does not assign, any Intent-To-Use Application at any time that the assignability thereof is prohibited under 15 U.S.C.A. §1060(a);

(b) Rights (but not Debtor’s obligations) as a licensee of any Trademarks from any other Person (the Property described in this clause (b) being referred to herein as “**Licensed Rights**”);

(c) Cash and non-cash proceeds (as “proceeds” is defined in Article 9) received or to be received in respect of any Trademark Collateral, Licensed Rights, or Trademark Records, or any sale, exchange, lease, license or other disposition of any thereof, including insurance proceeds (referred to herein as “**Proceeds**”) and products of the foregoing (referred to herein as “**Products**”); and

(d) Records relating to the Trademark Collateral, Licensed Rights, Proceeds and Products, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor’s rights relating to the storage and retrieval

thereof and access thereto (the Property described in this clause (d) being referred to herein as “**Trademark Records**”).

Section 2.02. Remedies. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in any other Loan Documents, and those available under the UCC, under other law, and at equity. Upon and after the occurrence of an Event of Default under the Credit Agreement or the Security Agreement, Secured Party may exercise any and all such rights and remedies, and may exercise such rights and remedies cumulatively and simultaneously. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Secured Party’s interest in the Collateral until the Obligations have been fully paid and satisfied and this Agreement has been terminated.

ARTICLE III **GENERAL PROVISIONS**

Section 3.01. Notices. Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Credit Agreement.

Section 3.02. Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party’s successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

Section 3.03. Filing, Registering, Recording. Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement, including any filing, recording or registration with the Trademark Office or any public office for recording UCC financing statements or other Lien Notices. Debtor shall pay all of Secured Party’s costs and expenses (including attorney’s fees) of filing, registering or recording this Agreement, any UCC financing statement or any other Lien Notice.

Section 3.04. Termination. The term of this Agreement shall commence with the date of this Agreement and shall continue in full force and effect and be binding upon Debtor until all Obligations secured by this Agreement shall have been fully paid and satisfied (such that there is no outstanding secured obligation), and there is no commitment on the part of Secured Party to make advances, incur obligations or otherwise give value, and Secured Party shall have given Debtor written notice of the termination of this Agreement (excluding provisions that by their terms survive termination). Secured Party shall not be obligated to give Debtor written notice of termination of this Agreement, or to terminate any UCC financing statements or other Lien Notices, until all of the Obligations, and all indebtedness, obligations and liabilities of Debtor under the Loan Documents, secured hereby shall have been fully paid and satisfied (such that there is no outstanding secured obligation), and there is no commitment on the part of Secured Party to make an advance, incur an obligation or otherwise give value, and Debtor shall have given Secured Party a written demand requesting the termination of this Agreement and any financing statements or other Lien Notices.

Section 3.05. Reinstatement. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if at any time any amount received by Secured Party from any Obligor or other Person and applied to the Obligations, or applied to any indebtedness, obligations or liabilities of

Debtor under the Loan Documents, is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or Proceeds of any Collateral (or proceeds of any other collateral) are required to be returned by Secured Party to any Obligor, its estate, trustee, receiver, or any other party, under any bankruptcy law, state or federal law, common law or at equity, then to the extent of such payment, repayment, or return, all Liens and Collateral securing the Obligations shall remain in full force and effect, as fully as if such payment had never been made or, if prior to such payment, repayment, or return the Lien granted under this Agreement or Collateral for the Obligations shall have been released or terminated, such Lien or Collateral securing the Obligations shall be reinstated in full force and effect, and such prior release or termination shall not diminish, release, discharge, impair or otherwise affect any Lien or Collateral securing the Obligations in respect of the amount of such payment, repayment, or return.

Section 3.06. Conflicts. In the event of a conflict between the provisions of this Agreement and those of the Credit Agreement or Security Agreement, including any exhibits or schedules, amendments, restatements, supplements or other modifications to each, the provisions of the Credit Agreement or Security Agreement shall govern and control.

Section 3.07. Counterparts. This Agreement may be executed in counterparts and each shall be effective as an original, and a facsimile, .pdf or other electronic transmission of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement.

Section 3.08. Choice of Law; Venue; Jury Trial Waiver and Judicial Reference.

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws (excluding the principles of conflict of laws) of the Governing Jurisdiction, including all matters of construction, validity and performance.

(b) JURISDICTION; VENUE; SERVICE.

(i) DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF THE STATE COURTS OF THE GOVERNING JURISDICTION AND, IF A BASIS FOR FEDERAL JURISDICTION EXISTS, THE NON-EXCLUSIVE PERSONAL JURISDICTION OF ANY UNITED STATES DISTRICT COURT FOR THE GOVERNING JURISDICTION.

(ii) DEBTOR AGREES THAT VENUE SHALL BE PROPER IN ANY COURT OF THE GOVERNING JURISDICTION SELECTED BY SECURED PARTY OR, IF A BASIS FOR FEDERAL JURISDICTION EXISTS, IN ANY UNITED STATES DISTRICT COURT IN THE GOVERNING JURISDICTION. DEBTOR WAIVES ANY RIGHT TO OBJECT TO THE MAINTENANCE OF ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY OF THE STATE OR FEDERAL COURTS OF THE GOVERNING JURISDICTION ON THE BASIS OF IMPROPER VENUE OR INCONVENIENCE OF FORUM.

(iii) ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR TORT OR OTHERWISE, BROUGHT BY DEBTOR AGAINST SECURED PARTY THAT IS BASED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, ON THIS

AGREEMENT OR ANY MATTERS RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY OBLIGATIONS, SHALL BE BROUGHT IN A COURT ONLY IN THE GOVERNING JURISDICTION. DEBTOR SHALL NOT FILE ANY COUNTERCLAIM AGAINST SECURED PARTY IN ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BROUGHT BY SECURED PARTY AGAINST DEBTOR IN A JURISDICTION OUTSIDE OF THE GOVERNING JURISDICTION UNLESS UNDER THE RULES OF THE COURT IN WHICH SECURED PARTY BROUGHT SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING THE COUNTERCLAIM IS MANDATORY, AND NOT PERMISSIVE, AND WOULD BE CONSIDERED WAIVED UNLESS FILED AS A COUNTERCLAIM IN THE SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING INSTITUTED BY SECURED PARTY AGAINST DEBTOR. DEBTOR AGREES THAT ANY FORUM OUTSIDE THE GOVERNING JURISDICTION IS AN INCONVENIENT FORUM AND THAT ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BROUGHT BY DEBTOR AGAINST SECURED PARTY IN ANY COURT OUTSIDE THE GOVERNING JURISDICTION SHOULD BE DISMISSED OR TRANSFERRED TO A COURT LOCATED IN THE GOVERNING JURISDICTION. DEBTOR AND SECURED PARTY AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(iv) EACH OF DEBTOR AND SECURED PARTY IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL POSTAGE PREPAID, TO IT AT THE ADDRESS SET FORTH FOR NOTICES IN THIS AGREEMENT OR IN THE CREDIT AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER THE DATE OF MAILING.

(v) NOTHING HEREIN SHALL AFFECT THE RIGHT OF SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR TO OTHERWISE PROCEED AGAINST DEBTOR OR ANY OTHER PERSON IN THE GOVERNING JURISDICTION OR IN ANY OTHER JURISDICTION.

(c) WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY MUTUALLY WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS OF ANY KIND ARISING UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. DEBTOR AND SECURED PARTY ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT DEBTOR AND SECURED PARTY EACH MAKE THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH COUNSEL OF ITS CHOICE. DEBTOR AND SECURED PARTY AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION, WITHOUT A JURY.

[The signature page follows. The remainder of this page is blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor and Secured Party execute this Agreement as of the day and year first above written.

DEBTOR:

PLS FINANCIAL SERVICES, INC.

By: _____
Name: Robert Wolfberg _____
Title: President _____

SECURED PARTY:

**NORTHBROOK BANK & TRUST COMPANY,
N.A., as Administrative Agent for the Lenders**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor and Secured Party execute this Agreement as of the day and year first above written.

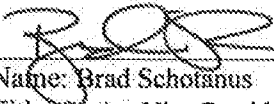
DEBTOR:

PLS FINANCIAL SERVICES, INC.

By: _____
Name: _____
Title: _____


SECURED PARTY:

**NORTHBROOK BANK & TRUST COMPANY,
N.A., as Administrative Agent for the Lenders**

By:  _____
Name: Brad Schotanus
Title: Senior Vice President

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part 1: Debtor's U.S. Trademarks:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>
XPECTATIONS!	4437004	11/19/2013	PLS Financial Services, Inc.
BECAUSE YOU DESERVE BETTER	3209137	2/13/2007	PLS Financial Services, Inc.
XPRESS BENEFITS 	3608096	3/21/2009	PLS Financial Services, Inc.
XPRESS BENEFITS	3604878	4/14/2009	PLS Financial Services, Inc.
PLS	3089210	5/9/2006	PLS Financial Services, Inc.
PAYDAY LOAN STORE	2474727	8/7/2001	PLS Financial Services, Inc.

Part 2: Debtor's Pending U.S. Trademark Applications:

None.

Part 3: Debtor's Foreign (non-U.S.) Trademarks:

None.

Part 4: Debtor's Pending Foreign (non-U.S.) Trademark Applications:

None.