

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNI FINANCIAL OF NEVADA, INC.		03/31/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	FIRST HORIZON BANK		
Street Address:	165 Madison Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2479388	OMNI LOANS	
Registration Number:	2448974	OMNI MILITARY LOANS	
Registration Number:	2486985	OMNI MILITARY LOANS	
Registration Number:	2755949	WE LOVE TO SAY YES	
Registration Number:	2810184	OMNI FINANCIAL	
Registration Number:	2812560	OMNI FINANCIAL	
Registration Number:	3604742	MILITARYLOANS.COM	
Registration Number:	2761555	MILITARYLOANS.COM	
Registration Number:	2755950	CLICK TODAY... CASH TOMORROW	
Registration Number:	4399609	CLICK TODAY... CASH TODAY	
CORRESPONDENCE DATA			
Fax Number:	9015770844		
<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:	901-577-2260		
Email:	jstrain@bakerdonelson.com		
Correspondent Name:	Jason A. Strain		
Address Line 1:	165 Madison Avenue, Suite 2000		
Address Line 4:	Memphis, TENNESSEE 38103		

OP \$265.00 2479388

ATTORNEY DOCKET NUMBER:	2100000-C09748
NAME OF SUBMITTER:	Jason A. Strain
SIGNATURE:	/Jason A. Strain/
DATE SIGNED:	04/06/2021

Total Attachments: 15

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Rider to Loan and Security Agreement Assignment of Trademarks

THIS RIDER TO LOAN AND SECURITY AGREEMENT is executed as of this 31st day of March, 2021, by and between OMNI FINANCIAL OF NEVADA, INC., a Nevada corporation, with an office at 6655 West Sahara Avenue Suite C104, Las Vegas, Nevada 89146 (“Grantor”) and FIRST HORIZON BANK, as Agent for certain Lenders (in such capacity, the “Agent”), with an address at 165 Madison Avenue, Memphis, Tennessee 38103. This Rider is incorporated into and made part of that certain Loan and Security Agreement (“Loan Agreement”) among the Grantor, the Agent, and the Lenders described therein, dated of even date herewith, as amended, restated, extended, supplemented, replaced or refinanced or otherwise modified by the parties hereto from time to time, (“Loan Agreement”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Agreement.

The Grantor has adopted, used and are using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule “A” attached hereto and made part hereof (all such marks or names hereinafter referred to as the “Trademarks”).

The Agent desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement) to the Agent and the Lenders, and the Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor’s present and future Obligations to the Agent and the Lenders, the Grantor grants a lien and security interest to the Agent in all its present and future right, title and interest in and to the Trademarks, together with all licenses thereof, and the goodwill of the applicable Grantor associated with and represented by the Trademarks, and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Maintenance of Trademarks.** The Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations to the Agent are satisfied in full.

3. **Representations and Warranties.** The Grantor represents and covenants that: (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the

Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) Grantor has the unqualified right to enter into this Rider and perform its terms; (e) Grantor has used, and will continue to use for the duration of this Rider, proper notices as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grant to the Agent and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times and upon reasonable notice during regular business hours to ensure the Grantor's compliance with this subparagraph 3(f).

4. **Covenants**. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will not without the prior written consent of Agent, which consent will not be unreasonably withheld, enter into any agreement including, without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Agent prompt written notice thereof along with an amended Schedule "A".

5. **Exclusive Use of Trademarks**. So long as this Rider is in effect and so long as any Grantor has not received notice from the Agent that an Event of Default has occurred under the Loan Agreement and that the Agent has elected to exercise its rights hereunder, such Grantor shall continue to have the exclusive right to use the Trademarks and the Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge**. The Grantor agrees not to sell, assign, license or further encumber its rights and interest in the Trademarks without prior written consent of the Agent, which consent will not be unanimously withheld.

7. **Remedies Upon Default**. (a) Anything herein contained to the contrary notwithstanding, if and while any Grantor shall be in default hereunder or an Event of Default exists under the Loan Agreement, the Grantor hereby covenants and agrees that the Agent, as a holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in New York, and in such other jurisdictions where any trademark may be located may take such action permitted under the Loan Agreement or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of Grantor's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, assignments, papers and instruments necessary for the Agent to assign or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or

dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Agreement, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, DC. At Agent's request, the Grantor shall also execute and deliver to the Agent such documents as the Agent shall reasonably require to assign all rights in the Trademarks to the Agent, which documents shall be held by the Agent, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Agreement. After such occurrence, the Agent may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

8. **Subject to Loan Agreement**. This Rider shall be subject to the terms, provisions and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Loan Agreement**. All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Agreement. In the event of an inconsistency between this Rider and the Loan Agreement, the language of the Loan Agreement shall control. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement**. Upon payment and performance of all Obligations under the Loan Agreement and full satisfaction of all of the Grantor's liabilities and obligations to the Agent, the Agent shall execute and deliver to the Grantor all documents necessary to terminate the Agent's security interest in the Trademarks.

11. **Fees and Expenses**. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Agent and until so paid shall be added to the principal amount of the Obligations to the Agent and shall bear interest at the contract rate therefor.

12. **Prosecution of Trademark Applications**. (a) Subject to the terms of the Loan Agreement, the Grantor shall have the duty to prosecute diligently any Trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Agent, the Grantor shall make federal application on registerable but unregistered Trademarks belonging to Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Agent.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if the Grantor deems it necessary or after an Event of Default under the Loan Agreement, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Agent in the fulfillment of the provisions of this paragraph.

13. **Additional Remedies**. Upon the occurrence of an Event of Default under the Loan Agreement, the Agent may, without any obligation to do so, complete any obligation of any Grantor hereunder, in any Grantor's name or in the Agent's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

14. **GOVERNING LAW**. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. **Counterparts**. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

Remainder of page intentionally left blank.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

OMNI FINANCIAL OF NEVADA, INC., a
Nevada corporation

[Corporate Seal]

By: 
Dana Marsigliano, Secretary

By: _____ (SEAL)
Andre Bohy, President

[Signature Page to Rider to Loan and Security Agreement – Assignment of Trademarks]

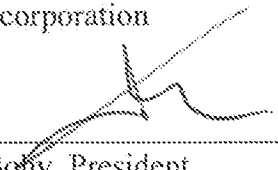
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Nevada corporation

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By: _____
Dana Marsigliano, Secretary

By:  _____ (SEAL)
Andre Bony, President

[Signature Page to Rider to Loan and Security Agreement -- Assignment of Trademarks]

AGENT:

FIRST HORIZON BANK, a Tennessee banking
corporation, as Agent

By: 
Blake Chandler, Vice-President

[Signature Page to Rider to Loan and Security Agreement -- Assignment of Trademarks]

TRADEMARK
REEL: 007253 FRAME: 0217

SCHEDULE "A"

TO

**RIDER TO LOAN AGREEMENT – TRADEMARKS
OMNI FINANCIAL OF NEVADA, INC.**

TRADEMARK	APPLICATION OR REGISTRATION NO.	REGISTRATION OR FILING DATE
Omni Loans (Type Form)	2,479,388	Registered 8/21/2001
Omni Military Loans (Design)	2,448,974	Registered 5/8/2001
Omni Military Loans (Type Form)	2,486,985	Registered 9/11/2001
We Love to Say Yes	2,755,949	Registered 8/26/2001
Omni Financial (Typed Form)	2,810,184	Registered 2/03/2004
Omni Financial (Design)	2,812,560	Registered 2/10/2004
Militaryloans.com (Typed Form)	3,604,742	Registered 4/7/2009
Militaryloans.com (Design)	2,761,555	Registered 9/9/2003
Click Today. . . Cash Tomorrow	2,755,950	Registered 8/26/2003
Click Today. . . Cash Today	4,399,609	Registered 09/10/2013

and all licenses thereof

TRADE NAMES

<u>Trade names</u>	<u>State</u>	<u>Filing Location</u>
Omni Financial	Nevada	Clark County - County Level
	California	San Diego - County Level
	New York	Westchester & Jefferson County levels
	Oklahoma	State Level
	Tennessee	State Level
	Texas	State Level

North Carolina	All Counties
Colorado	State Level
Washington	State Level
Georgia	Liberty & Muscogee - County levels Newport News, Prince George & Norfolk County
Virginia	State Level
Kansas	State Level
Omni Military Loans	
Nevada	County Level
California	San Diego County Level
Washington	State Level

TRADEMARK ASSIGNMENT

WHEREAS, OMNI FINANCIAL OF NEVADA, INC., a Nevada corporation, with an office at 6655 West Sahara Avenue Suite C104, Las Vegas, Nevada 89146 ("Grantor"), is the owner of the entire right, title and interest in and to the trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks") and any corresponding trademarks; and

WHEREAS, FIRST HORIZON BANK, as Agent having a place of business at 165 Madison Avenue, Memphis, Tennessee 38103 is desirous of acquiring said Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and the registrations, if any, and all proceeds thereof, and all goodwill associated therewith.

Remainder of intentionally left blank.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this 31st day of March, 2021.

ATTEST:

GRANTOR:

By: _____

Andre Bohy, President
OMNI FINANCIAL OF NEVADA, INC., a
Nevada corporation

By: _____

Dana Marsigliano, Secretary

[Signature Page to Trademark Assignment]

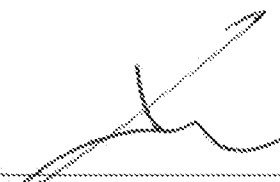
TRADEMARK
REEL: 007253 FRAME: 0221

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ATTEST:

GRANTOR:

By:


.....
Andre Bohy, President
OMNI FINANCIAL OF NEVADA, INC., a
Nevada corporation

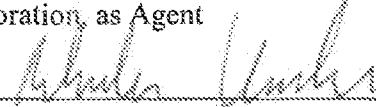
By:

Dana Marsigliano, Secretary

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AGENT:

FIRST HORIZON BANK, a Tennessee banking
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By: 
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Omni Financial (Typed Form)	2,810,184	Registered 2/03/2004
Omni Financial (Design)	2,812,560	Registered 2/10/2004
Militaryloans.com (Typed Form)	3,604,742	Registered 4/7/2009
Militaryloans.com (Design)	2,761,555	Registered 9/9/2003
Click Today. . . Cash Tomorrow	2,755,950	Registered 8/26/2003
Click Today. . . Cash Today	4,399,609	Registered 09/10/2013

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<u>Trade names</u>	<u>State</u>	<u>Filing Location</u>
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	California	San Diego - County Level
	New York	Westchester & Jefferson County levels
	Oklahoma	State Level
	Tennessee	State Level
	Texas	State Level
	North Carolina	All Counties
	Colorado	State Level

	Washington	State Level
	Georgia	Liberty & Muscogee - County levels Newport News, Prince George & Norfolk County
	Virginia	State Level
	Kansas	State Level
Omni Military Loans	Nevada	County Level
	California	San Diego County Level
	Washington	State Level