

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Credit, Inc.		05/07/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4848048	PCI	
Registration Number:	4312461	YOUR PARTNER IN SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	059235-11333		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	05/12/2021		
Total Attachments: 4			
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OP \$65.00 4848048

Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of May 7, 2021, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of Banks and Prudential Note Holders (as defined in the Security Agreement defined below).

WHEREAS, the Grantor has granted security interests to the Collateral Agent for the benefit of Banks and Prudential Note Holders under that certain Amended and Restated Security Agreement, dated as of December 14, 2004, as amended by that certain First Amendment to Amended and Restated Security Agreement dated as of November 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Banks and Prudential Note Holders under the Security Agreement. The rights and remedies of Banks and Prudential Note Holders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Liabilities. Upon the payment in full of all Liabilities (other than contingent indemnification obligations), the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Agent for the benefit of Banks and Prudential Note Holders a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.



PREFERRED CREDIT, INC.

By: 
Name: Gregory V. Windfeldt
Title: President

[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

United States Trademarks:

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Image	Application Number	Application Date	Registration Number	Registration Date
PCI		App 86560203	App 11-MAR-2015	Reg 4848048	Reg 03-NOV-2015
YOUR PARTNER IN SUCCESS		App 85689739	App 30-JUL-2012	Reg 4312461	Reg 02-APR-2013

TRADEMARK

REEL: 007289 FRAME: 0678

RECORDED: 05/12/2021