

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOANLOGICS, INC.		07/01/2021	Corporation:
LOANLOGICS TECHNOLOGIES, INC.		07/01/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Administrative Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4459655	CLARITY IN LOAN COMMERCE	
Registration Number:	4459653	LOANHD	
Registration Number:	5041412	LOANLOGICS	
Registration Number:	5119690	LOANLOGICS	
Registration Number:	5270698	COMPLIANCELOGICS	
Registration Number:	5270699	MARKETLOGICS	
Registration Number:	5623688	CLARIFI	
Registration Number:	5343925	IDEA	
Registration Number:	5331683	LOANFACTS	
Registration Number:	5383316	SIGNAFACTS	
Registration Number:	5527291	APPQ NETWORK	
Registration Number:	5590284	DIRECTCHECK	
Registration Number:	6264021	LOANHD	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Kaitlin Bond
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Kaitlin Bond - 45968.0103
NAME OF SUBMITTER:	Kaitlin Bond
SIGNATURE:	/Kaitlin Bond/
DATE SIGNED:	07/02/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2021, by and among LOGICS MERGER SUB, INC., a Delaware corporation, as the initial Borrower, LOANLOGICS, INC., a Delaware corporation, as the Borrower immediately upon the consummation of the Logics Acquisition, LOGICS INTERMEDIATE HOLDING, LLC, a Delaware limited liability company (“Holdings”), each of the other entities from time to time party thereto, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 of such Grantor (excluding, in any event, Excluded Property, the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark 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 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

LOANLOGICS, INC., a Delaware corporation

By: Patrick Armstrong
Name: Patrick Armstrong
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, each 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.


LOANLOGICS TECHNOLOGIES, INC., a Delaware corporation

By: Patrick Armstrong
Name: Patrick Armstrong
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent

By: _____


Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
LoanLogics Technologies, Inc.	United States	Clarity in Loan Commerce	4,459,655	29-FEB-2012	31-DEC-2013
LoanLogics Technologies, Inc.	United States	LoanHD	4,459,653	29-FEB-2012	31-DEC-2013
LoanLogics Technologies, Inc.	United States	loanLogics (design - color)	5,041,412	08-MAY-2013	13-SEP-2016
LoanLogics Technologies, Inc.	United States	loanLogics (design - BW)	5,119,690	08-MAY-2013	10-JAN-2017
LoanLogics, Inc.	United States	COMPLIANCELOGICS	5,270,698	26-JAN-2017	22-AUG-2017
LoanLogics, Inc.	United States	MARKETLOGICS	5,270,699	26-JAN-2017	22-AUG-2017
LoanLogics, Inc.	United States	CLARIFI	5,623,688	29-AUG-2017	04-DEC-2018
LoanLogics, Inc.	United States	IDEA	5,343,925	09-JUN-2016	28-NOV-2017
LoanLogics, Inc.	United States	LOANFACTS	5,331,683	09-JUN-2016	07-NOV-2017
LoanLogics, Inc.	United States	SIGNAFACTS	5,383,316	09-JUN-2016	23-JAN-2018
LoanLogics, Inc.	United States	APPQ NETWORK	5,527,291	10-JUN-2016	31-JUL-2018
LoanLogics, Inc.	United States	DIRECTCHECK	5,590,284	21-MAR-2018	23-OCT-2018
LoanLogics Technologies, Inc.	United States	LOANHD (BW logo)	6,264,021	30-DEC-2019	09-FEB-2021