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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM668752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Money Reserve, Inc.		08/12/2021	Corporation: 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: 5

Property Type	Number	Word Mark
Registration Number:	5439770	LEGENDARY PRECIOUS METALS
Registration Number:	5439790	LEGENDARY PRECIOUS METALS PRESENTED BY U
Serial Number:	90827948	METALS IQ
Serial Number:	90828135	METALS IQ PORTFOLIO BUILDER
Registration Number:	5802595	WEALTH INSURANCE

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: Dechert LLP
Address Line 1: Three Bryant Park

Address Line 2: 1095 Avenue of the Americas, 26th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	384631-139043
NAME OF SUBMITTER:	Michael Riego
SIGNATURE:	/Michael Riego/
DATE SIGNED:	08/19/2021

900637925 REEL: 007396 FRAME: 0759

Total Attachments: 4 source=Trademarks#page1.tif source=Trademarks#page2.tif source=Trademarks#page3.tif source=Trademarks#page4.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Notice"), dated as of August 12, 2021, made by U.S. Money Reserve, Inc., a Delaware corporation ("Grantor"), in favor of Prospect Capital Corporation, a Maryland corporation, in its capacity as collateral agent (the "Collateral Agent") for the Secured Parties under the Loan Agreement referred to in the Security Agreement referred to below.

WHEREAS, Grantor is the owner of the registered trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the "<u>Trademarks</u>"); and

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement dated as of April 15, 2015, by and among Grantor, the other grantors party thereto and Collateral Agent (the "Security Agreement"), Grantor pledged, assigned and granted to Collateral Agent a security interest in certain intellectual property owned by Grantor, including the Trademarks, all products and proceeds of the foregoing and the right to sue for past, present and future infringements and misappropriations of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver to Collateral Agent this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, Grantor hereby pledges, assigns and grants to Collateral Agent a security interest in the Trademark Collateral; <u>provided</u>, however, that the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO provided that upon such filing and acceptance, such intent-to-use application shall be included in the definition of Trademark Collateral.

Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to Collateral Agent, and Grantor hereby authorizes and requests an official of the PTO, and any official of any country foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to file and record the same together with the annexed Schedule 1 to Collateral Agent, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Grantor promptly shall execute such documents, and do and perform such acts and things as Collateral Agent may reasonably request to give effect to, document and record, perfect and enforce the security interest herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Collateral Agent under this Security Interest in and to the Trademark Collateral worldwide.

Grantor and Collateral Agent hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

U.S. MONEY RESERVE, INC.

Bv:

Angela Roberts

Chief Executive Officer

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK APPLICATIONS AND TRADEMARKS

Trademark	Registered Owner	Jurisdiction	Application No. / Application Date	Registration No. / Registration Date	Status	Class
Legendary Precious Metals	U.S. Money Reserve, Inc.	U.S.	87501343 06/22/2017	5439770 4/3/2018	Registered	14
Legendary Precious Metals Presented by U.S. Money Reserve	U.S. Money Reserve, Inc.	U.S.	87507428 6/27/2017	5439790 4/3/2018	Registered	14
Metals IQ	U.S. Money Reserve, Inc.	U.S.	90827948 7/14/2021		Awaiting Examination	Int'1 36
Metals IQ Portfolio Builder	U.S. Money Reserve, Inc.	U.S.	90828135 7/14/2021		Awaiting Examination	Int'1 36
Wealth Insurance	U.S. Money Reserve, Inc.	U.S.	87938903 5/29/2018	5802595 7/9/2019	Registered	14

RECORDED: 08/19/2021