

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900624460
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCJ II, LLC		03/09/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5013027	LIFE WITHOUT LACES
Registration Number:	5008264	HICKIES
Registration Number:	5163080	
Registration Number:	5287001	LOVE YOUR KICKS
Registration Number:	4869701	LOVE YOUR KICKS
Registration Number:	4743715	LACES OUT HICKIES IN
Registration Number:	4882758	K HICKIES
Registration Number:	4774351	HICKIES ELEMENTS
Registration Number:	4757170	PUNGAS
Registration Number:	4200125	HICKIES
Registration Number:	4664056	DOOHICKIES

CORRESPONDENCE DATA

Fax Number: 2126589718

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: 212-673-8350

Email: trademarks@goldbergcohen.com

TRADEMARK

Correspondent Name: Amy J Benjamin
Address Line 1: 1350 Avenue of the Americas
Address Line 2: 3rd Floor
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: HICKIES LOAN NO. 2 DOC

NAME OF SUBMITTER: Amy J Benjamin

SIGNATURE: /amy j benjamin/

DATE SIGNED: 09/28/2021

Total Attachments: 10

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LOAN AND SECURITY AGREEMENT

**by and among
TCJ II, LLC,
as Borrower,**

**THE LENDERS THAT ARE SIGNATORIES HERETO,
as the Lenders,**

and

**MIDCAP FINANCIAL TRUST,
as the Agent**

Dated as of March 9, 2018

Records relating to its business operations or financial condition, and all of such Person's Goods or General Intangibles related to such information).

“Borrower” has the meanings set forth in the preamble to this Agreement.

“Borrower Collateral” means all of Borrower's now owned or hereafter acquired right, title, and interest in and to all of its assets and property, including without limitation, each of the following:

- (a) Note Receivables;
- (b) Note Receivable Documents;
- (c) Note Receivable Collateral;
- (d) Accounts;
- (e) Books;
- (f) Cash and Cash Equivalents;
- (g) Collections;
- (h) Equipment;
- (i) Foreclosed Property;
- (j) General Intangibles;
- (k) Inventory;
- (l) Investment Property;
- (m) Negotiable Collateral;
- (n) the Purchase and Sale Agreements;
- (o) the Servicing Agreement;
- (p) the Electronic Collateral Control Agreement;
- (q) all books and records pertaining to the Collateral;
- (r) Supporting Obligations in respect of any of the foregoing;
- (s) all policies of insurance (including without limitation, casualty and hazard insurance and policies of title insurance), or rights as lender loss payee, loss payee or endorsee thereof, and escrow agreements, all Tax, insurance, security or other deposits, including rights in respect of letters of credit evidencing or securing any such deposit, and rights acquired by reason



4. CREATION OF SECURITY INTEREST.

4.1 Grant of Security Interest. Borrower hereby grants to Agent, for the benefit of the Lender Group, and reaffirms any prior grant to Agent of, a continuing security interest in all of Borrower's right, title, and interest in all currently existing and hereafter acquired or arising Borrower Collateral in order to secure prompt repayment of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and in order to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. The Agent's Liens in and to the Borrower Collateral shall attach to all Borrower Collateral without further act on the part of Agent or Borrower. Anything contained in this Agreement or any other Loan Document to the contrary notwithstanding, except for Permitted Dispositions conducted in accordance with Section 7.4, neither Borrower nor any of its Affiliates and Subsidiaries have any authority, express or implied, to dispose of any item or portion of the Collateral.

4.2 Negotiable Collateral. Borrower shall cause the original note or other instrument evidencing a Note Receivable, if any, to be delivered to Agent, or to a third-party custodian acceptable to Agent, in Agent's sole and absolute discretion, to hold on behalf of Agent and the Lenders, pursuant to a custodian agreement in form and substance acceptable to Agent, in Agent's Permitted Discretion, provided, that, with respect of the portion of the Borrower Collateral consisting of any Note Receivable which is evidenced by an electronic record that is a transferable record under Applicable Laws, Borrower shall (a) deliver to Agent, pursuant to the Electronic Collateral Control Agreement, the control of such transferable electronic record in accordance with Applicable Law (to ensure, among other things, that Agent has a first priority perfected Lien in such Collateral), which shall be delivered, at Borrower's expense, to Agent pursuant to the Electronic Collateral Control Agreement and, except as otherwise expressly provided herein to the contrary, held in Agent's possession, custody, and control until all of the Obligations have been fully satisfied or Agent expressly agrees to release such documents and

(b) identify (or cause the Electronic Custodian or any applicable servicing agent to identify) on the related electronic record the pledge of such Note Receivable by Borrower to Agent, provided, further, that Agent may, in its sole discretion, may elect for the Electronic Custodian, Servicer or any backup servicer or any other agent to accept delivery of and maintain possession, custody, and control of all such documents and any instruments on behalf of Agent during such period of time. If an original promissory note shall have been issued to Borrower, each such original note or other instrument evidencing a Note Receivable shall be duly endorsed in blank by Borrower or any other Person named as payee or indorsee of such item of Negotiable Collateral by separate allonge substantially in the form attached hereto at Exhibit 4.2, or in such other form as may be provided by Agent to Borrower from time to time. In the event that any other Borrower Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, and if and to the extent that Agent determines that perfection or priority of Agent's security interest is dependent on or enhanced by possession, Borrower, promptly upon the request of Agent, shall endorse and deliver physical possession of such Negotiable Collateral to Agent or to a custodian to hold on behalf of Agent.

4.3 Collection of Accounts, General Intangibles, and Negotiable Collateral. At any time after the occurrence and during the continuation of an Event of Default, Agent or Agent's designee may (a) notify Obligor of Borrower that Borrower's Accounts, Note Receivables, chattel paper, or General Intangibles have been assigned to Agent or that Agent has a security interest therein, (b) terminate any management agreement, without cost to Agent or any Lender, and cause a replacement servicer to take possession of, and collect Borrower's Accounts, Note Receivables, Co-lender Arrangements, chattel paper or General Intangibles, (c) notify co-lenders, agents or participants in Sold Participations that Borrower's rights under or in respect of the applicable Participation Agreements have been assigned and pledged to Agent, or (d) terminate any management agreement, without cost to Agent or any Lender, and collect Borrower's Accounts, Note Receivables, participation interests, chattel paper, or General Intangibles directly and charge the collection costs and expenses to the Loan Account. Borrower agrees that it will hold in trust for the Lender Group, as the Lender Group's trustee, any of its or its Subsidiaries' Collections that it receives and immediately will deliver such Collections to Agent or a Cash Management Bank in their original form as received by Borrower or its Subsidiaries. Borrower further agrees that it will, without compensation of any nature from Agent or Lenders, take all actions necessary to assist Agent or any of its designees in taking possession of and/or collecting, as applicable, Borrower's Accounts, Note Receivables, Co-lender Arrangements, chattel paper, or General Intangibles, all as more fully set forth in this Agreement. Borrower acknowledges that its undertaking herein is a material inducement for Agent and Lenders to enter into, and make Advances under, this Agreement.

4.4 Filing of Financing Statements; Commercial Tort Claims; Delivery of Additional Documentation Required.

(a) Borrower authorizes Agent to file any financing statement necessary or desirable to effectuate the transactions contemplated by the Loan Documents, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of Borrower where permitted by Applicable Law. Any such financing statement may describe the Collateral as "all assets" of Borrower. Borrower hereby ratifies the

filing of any financing statement that complies with the preceding sentence filed without the signature of Borrower prior to the date hereof.

(b) If Borrower or any of its Subsidiaries acquires any commercial tort claims after the date hereof, Borrower shall promptly (but in any event within three (3) Business Days after such acquisition) deliver to Agent a written description of such commercial tort claim and shall deliver a written agreement, in form and substance satisfactory to Agent, pursuant to which Borrower or such Subsidiary, as applicable, shall grant a perfected security interest in all of its right, title and interest in and to such commercial tort claim to Agent, as security for the Obligations (a "Commercial Tort Claim Assignment").

(c) At any time upon the request of Agent, Borrower shall execute or deliver to Agent, and shall cause its Subsidiaries to execute or deliver to Agent, any and all fixture filings, financing statements, security agreements, pledges, assignments, Commercial Tort Claim Assignments, endorsements of certificates of title, and all other documents (collectively, the "Additional Documents") that Agent may request in its sole discretion, in form and substance satisfactory to Agent, to create, perfect, and continue perfected or to better perfect the Agent's Liens in the assets of Borrower and its Subsidiaries (whether now owned or hereafter arising or acquired, tangible or intangible, real or personal), including (x) the assignment to Agent of any collateral pledged by any Obligor in respect of their applicable Note Receivables, (y) the creation and perfection of Liens in favor of Agent in any owned Real Property, titled vehicles or other property comprising Note Receivable Collateral or Foreclosed Property acquired after the Closing Date, and (z) such additional actions as may be required in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents. To the maximum extent permitted by Applicable Law, Borrower authorizes Agent to execute any such Additional Documents in Borrower's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In addition, on such periodic basis as Agent shall reasonably require, Borrower shall (1) provide Agent with a report of all new material patentable, copyrightable, or trademarkable materials acquired or generated by Borrower or its Subsidiaries during the prior period, (2) cause all material patents, copyrights, and trademarks acquired or generated by Borrower or its Subsidiaries that are not already the subject of a registration with the appropriate filing office (or an application therefor diligently prosecuted) to be registered with such appropriate filing office in a manner sufficient to impart constructive notice of Borrower's or the applicable Subsidiary's ownership thereof, and (3) cause to be prepared, executed, and delivered to Agent supplemental schedules to the applicable Loan Documents to identify such patents, copyrights, and trademarks as being subject to the security interests created thereunder; provided, however, that neither Borrower nor any of its Subsidiaries shall register with the U.S. Copyright Office any unregistered copyrights (whether in existence on the Closing Date or thereafter acquired, arising, or developed) unless (A) Borrower provides Agent with written notice of its intent to register such copyrights not less than thirty (30) days prior to the date of the proposed registration, and (B) prior to such registration, the applicable Person executes and delivers to Agent a copyright security agreement in form and substance satisfactory to Agent, supplemental schedules to any existing copyright security agreement, or such other documentation as Agent reasonably deems necessary in order to perfect and continue perfected Agent's Liens on such copyrights following such registration.

(d) Borrower hereby assigns to Agent any and all rights of Borrower to access any and all storage facilities where any Collateral or information relating to Collateral may be stored and Borrower hereby authorizes Agent, at any time after the occurrence and during the continuation of an Event of Default, to enter upon any such storage facilities and remove any contents thereof in connection with Agent's exercise of its remedies hereunder. Within thirty (30) days after the Closing Date, Borrower shall deliver to Agent a Collateral Access Agreement for each location where any material Collateral is stored or located as of the Closing Date, as disclosed on Schedule 5.5 hereto as of the Closing Date (subject to Borrower's obligations in connection with any update to such Schedule pursuant to Section 6.10).

4.5 Power of Attorney. Borrower hereby irrevocably makes, constitutes, and appoints Agent (and any of Agent's officers, employees, or agents designated by Agent) as such Person's true and lawful attorney, with power to (a) if such Person refuses to, or fails timely to execute and deliver any allonge described in Section 4.2 or any of the documents described in Section 4.4, sign the name of Borrower on any allonge described in Section 4.2 and/or any of the documents described in Section 4.4, as applicable, (b) at any time that an Event of Default has occurred and is continuing, sign Borrower's name on any invoice or bill of lading relating to the Borrower Collateral, drafts against Obligors or Account Debtors, or notices to Obligors or Account Debtors, (c) send requests or make telephone inquiries for verification of Borrower's or its Subsidiaries' Accounts, Note Receivables or Sold Participations, (d) endorse Borrower's name on any of its payment items (including all of its Collections) that may come into the Lender Group's possession, (e) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under Borrower's policies of insurance and make all determinations and decisions with respect to such policies of insurance, and (f) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting Borrower's or its Subsidiaries' Accounts, Note Receivables, Controlled Obligor Accounts, Co-lender Arrangements, chattel paper, or General Intangibles directly with Account Debtors, applicable financial institutions, Obligors or makers of Note Receivables, for amounts and upon terms that Agent determines to be reasonable, and Agent may cause to be executed and delivered any documents and releases that Agent determines to be necessary. The appointment of Agent as Borrower's attorney, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed and the Lender Group's obligations to extend credit hereunder are terminated.

4.6 Right to Inspect and Verify. Agent (through any of its officers, employees, or agents and accompanied by any Lender or its designated representatives having requested to attend in the case of physical inspections) shall have the right, from time to time hereafter on reasonable notice unless a Default or Event of Default has occurred and is continuing, (i) to inspect and audit the Books of Borrower and make copies or abstracts thereof, during normal business hours, (ii) from time to time, to communicate directly with any and all Account Debtors and makers of Note Receivables to verify the existence and terms thereof, and (iii) from time to time, to check, test, and appraise the Collateral (including Foreclosed Property), or any portion thereof, in order to verify any of Guarantor's, Borrower's, and Borrower's Subsidiaries' financial condition or the amount, quality, value, condition of, or any other matter relating to, the Collateral; and Borrower shall, and shall cause each Guarantor to, permit any designated representative of Agent to visit and inspect any of the properties of Borrower or such Guarantor, as applicable, to inspect and to discuss their respective finances and any of their respective

properties and Collateral, during normal business hours. Borrower shall, reimburse/pay Agent for any costs, expenses and charges which are or will be incurred by Agent in the exercise of the foregoing provisions, (a) at any time from and after the occurrence and during the continuance of a Default or an Event of Default, and (b) at all other times, with respect to two (2) such inspections, audits, appraisals and/or investigations in any twelve-month period, commencing on the Closing Date. At Agent's option, all reasonable, actual, and out-of-pocket costs, expenses and charges owing under this Section 4.6 may be charged as an Advance.

4.7 Control Agreements. Borrower agrees that it will and will cause all of its Subsidiaries to take any or all reasonable steps in order for Agent, for the benefit of the Lenders, to obtain control in accordance with Sections 8-106, 9-104, 9-105, 9-106, and 9-107 of the Code with respect to all of its or their Securities Accounts, Deposit Accounts, electronic chattel paper, Investment Property, and letter-of-credit rights. Upon the occurrence and during the continuance of a Default or Event of Default, Agent may notify any bank or securities intermediary to liquidate the applicable Deposit Account or Securities Account or any related Investment Property maintained or held thereby and remit the proceeds thereof to the Agent's Account.

4.8 Servicing of Note Receivables. Until such time as Agent shall notify Servicer of the revocation of such right after the occurrence and during the continuation of an Event of Default, Servicer (a) shall service all of the Note Receivables, including, without limitation, (i) the billing, posting and maintaining complete records applicable thereto, and (ii) taking of such action with respect to the Note Receivables as Servicer may deem advisable, and (b) may grant, in the ordinary course of business, to any maker of a Note Receivable, any adjustment to which such maker may be lawfully entitled, and may take such other actions relating to the settling of any such maker's claims as may be commercially reasonable, but in each case in accordance with Required Procedures. Agent may, at its option, at any time or from time to time, after the occurrence and during the continuation of an Event of Default hereunder, revoke the collection and servicing rights given to Servicer herein by giving notice to Servicer.

4.9 Borrower's Perfection. Borrower represents to the Lender Group that: (a) assuming the Agent has filed the appropriate financing statements referred to in the Filing Authorization Letter, all appropriate financing statements; and (b) all related statements of assignment or amendment in order to cause Borrower to be properly noted as secured party of record with respect thereto, have been filed in all filing locations as may be required to perfect and protect in favor of Borrower all security interests, liens and rights evidenced by all Note Receivable Documents with respect to all personal property securing Borrower's Note Receivables existing as of the Closing Date, and that such filings remain effective as of such date. Unless otherwise expressly agreed by Agent, Borrower covenants that it will take all action necessary to maintain the effectiveness of such filings. Agent is authorized to file any UCC-3 statements of continuation, assignment or amendment as it may determine in its discretion to be necessary to enable it to protect and maintain its interests under this Agreement. Borrower represents to Agent that all filings and recordations, and all related assignments, have been filed or recorded in all jurisdictions as may be required to perfect and protect in favor of Borrower all of Borrower's liens or interests evidenced by Note Receivables Documents existing as of the Closing Date, and that such filings and recordations remain effective as of such date.

Current Loan Balance	Total Gross Collateral	Total Eligible Collateral	Borrowing Base Availability	Block	Net Borrowing Base Availability	Excess Availability	Excess Avail. Pre-Block	Over-Advance %	LTV (Gross)	Portfolio Weight	Wtd. Avg. Int. Rate	Interest Rate	Loan Type	Initial Term	Maturity Date
\$3,281,782	\$14,523,642	\$13,249,675	\$6,834,447	\$4,407,295	\$8,226,461	\$8,759,179	\$13,177,165	46.0%	51.4%	100.0%	18.41%				

Borrower Name	Current Loan Balance	Line Amount	Total Gross Collateral	Total Eligible Collateral	Borrowing Base Availability	Block	Net Borrowing Base Availability	Excess Availability	Excess Avail. Pre-Block	Over-Advance %	LTV (Gross)	Portfolio Weight	Wtd. Avg. Int. Rate	Interest Rate	Loan Type	Initial Term	Maturity Date
[REDACTED]	\$2,500,000	\$2,500,000	\$5,123,664	\$4,211,158	\$2,923,468	\$268,304	\$2,655,164	\$15,164	\$423,468	0.0%	48.8%	4.7%	0.80%	17.0%	Line of Credit/IO	2 years	10/30
Hickel	\$1,000,000	\$2,600,000	\$1,663,853	\$1,861,464	\$1,323,449	\$0	\$1,323,449	\$323,449	\$323,449	0.0%	64.0%	1.9%	0.39%	10.0%	Line of Credit/IO	2 years	2/28/2009
[REDACTED]	\$5,690,000	\$6,000,000	\$9,775,146	\$8,745,228	\$6,698,154	\$655,422	\$6,042,732	\$352,732	\$1,008,154	0.0%	65.1%	10.7%	1.71%	16.0%	Line of Credit/IO	2 years	3/22/2019

TRADEMARK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BORROWER:

TCJ II, LLC,
a Delaware limited liability company

By: The Credit Junction Holdings, Inc.
Its: Sole Member

By: 
Name: Michael Finkelstein
Title: Chief Executive Officer

PARENT:

THE CREDIT JUNCTION HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Michael Finkelstein
Title: Chief Executive Officer

LENDERS:

MIDCAP FUNDING XXI TRUST, as a Lender

By: Apollo Capital Management, L.P.
Investment Manager

By: Apollo Capital Management GP, LLC
General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

AGENT:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.
Investment Manager

By: Apollo Capital Management GP, LLC
General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory