

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapFinancial Partners, LLC		10/25/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Rd.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4430091	COVENANT	
Registration Number:	6183265	COVENANT	
Registration Number:	6078870	CREATING RICHER LIVES	
Registration Number:	4523323	LIFESTYLE. LEGACY. PHILANTHROPY.	
Registration Number:	4426810		
Registration Number:	4530164		
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	10/25/2021		

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Total Attachments: 5

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2021 (this “Security Agreement”), is made by CAPFINANCIAL PARTNERS, LLC, a North Carolina limited liability company (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, The CapFinancial Group, LLC, a North Carolina limited liability company, as the Borrower, Grantor, certain other Subsidiaries of the Borrower, the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into an Amended and Restated Credit Agreement, dated as of December 23, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including Grantor, have entered into the Reaffirmation Agreement and Master Amendment, dated as of December 23, 2020, which, among other things, amends that certain Guaranty and Security Agreement, dated as of September 12, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its respective right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder; provided that the Grantor is obligated to take such actions solely and to the extent required under the Guaranty and Security Agreement.

SECTION 5. Counterparts. This 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 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 7. Termination/Release. This Security Agreement shall terminate, and the Liens created under this Security Agreement shall be released and terminated in accordance with the terms of the Guaranty and Security Agreement.

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IN WITNESS WHEREOF, the 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.

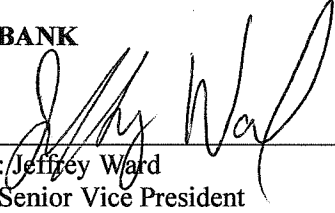
CAPFINANCIAL PARTNERS, LLC

By:  _____
Name: Ben Goldstein
Title: President

Acknowledged and Agreed to as of the date hereof:


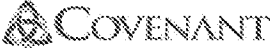


ADMINISTRATIVE AGENT:

TRUIST BANK

By: 
Name: Jeffrey Ward
Title: Senior Vice President

SCHEDULE I
Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Trademark	Registration No./ Serial No.	Registration Date	Owner
COVENANT and Design 	RN: 4,430,091 SN: 85/980,080	Nov. 5, 2013	CapFinancial Partners, LLC
COVENANT and Design 	RN: 6,183,265 SN: 88/667,084	Oct. 27, 2020	CapFinancial Partners, LLC
CREATING RICHER LIVES	RN: 6,078,870 SN: 88/680,492	Jun. 16, 2020	CapFinancial Partners, LLC
LIFESTYLE. LEGACY. PHILANTHROPY.	RN: 4,523,323 SN: 85/934,322	Apr. 29, 2014	CapFinancial Partners, LLC
Design only 	RN: 4,426,810 SN: 85/980,152	Oct. 29, 2013	CapFinancial Partners, LLC
Design only 	RN: 4,530,164 SN: 85/626,152	May 13, 2014	CapFinancial Partners, LLC

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.