

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Management Corporation		09/28/2021	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	115 S. LaSalle Street - 18W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90898721	H HEIGHTS FINANCE	
Serial Number:	90898723	H HEIGHTS FINANCE	
Serial Number:	90898719	H	
Serial Number:	90898720	H	
Serial Number:	90898717	HEIGHTS FINANCE	
Serial Number:	90360516	LENDING A HAND IN OUR COMMUNITY	
Serial Number:	77038371	HEIGHTS FINANCE CORPORATION	
Serial Number:	77059826	HF	
Serial Number:	86001719	MYMONEYTOGO.COM	
Serial Number:	86002023	RETAILEXPRESS	
Serial Number:	85912908	SMC SOUTHERN MANAGEMENT CORPORATION	
Serial Number:	86043589	WE GIVE YOU CREDIT FOR WHO YOU ARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9043153958		
Email:	njohnson@chapman.com		
Correspondent Name:	Nicole Johnson		

OP \$315.00 90898721

TRADEMARK

Address Line 1: 595 Market Street, Suite #2600
Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER: Nicole Johnson

SIGNATURE: /Nicole Johnson/

DATE SIGNED: 11/02/2021

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of September, 2021, SOUTHERN MANAGEMENT CORPORATION, a South Carolina corporation (“*Debtor*”) with its principal place of business and mailing address at 101 N. Main Street, Suite 600, Greenville, South Carolina 29601, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

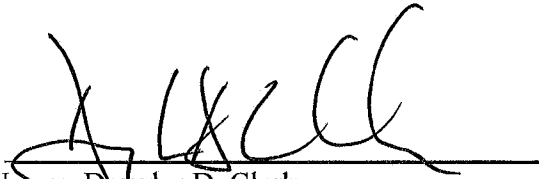
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTHERN MANAGEMENT CORPORATION

By: 
Name: Douglas D. Clark
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTHERN MANAGEMENT CORPORATION

By
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.


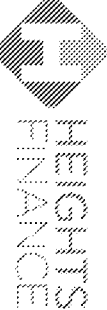
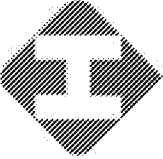
By 
Name Daniel Ryan
Title Vice President

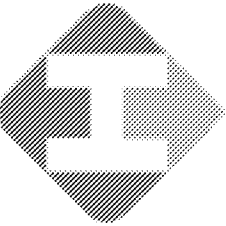
[Signature Page to Trademark Collateral Agreement]

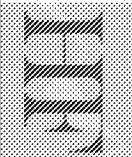


TRADEMARK
REEL: 007481 FRAME: 0314

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Image	Status	Appln. No.	Filing Date	Reg. No.	Reg. Date
H HEIGHTS FINANCE Logo (B&W)		Pending	90/898,721	8/24/2021		
H HEIGHTS FINANCE Logo (Color)		Pending	90/898,723	8/24/2021		
H Logo Design (B&W)		Pending	90/898,719	8/24/2021		

Mark	Image	Status	Appn. No.	Filing Date	Reg. No.	Reg. Date
H Logo Design (Color)		Pending	90/898,720	8/24/2021		
HEIGHTS FINANCE		Pending	90/898,717	8/24/2021		
LENDING A HAND IN OUR COMMUNITY		Pending	90/360,516	12/4/2020		
HEIGHTS FINANCE CORPORATION		Registered	77/038,371	11/7/2006	3,300,836	10/2/2007

Mark	Image	Status	Appn. No.	Filing Date	Reg. No.	Reg. Date
HF & DESIGN		Registered	77/059,826	12/8/2006	3,450,184	6/17/2008
MYMONEYTOGO.COM		Registered	86/001,719	7/3/2013	4,447,969	12/10/2013
RETAILEXPRESS & DESIGN		Registered	86/002,023	7/3/2013	4,540,416	5/27/2014
SMC SOUTHERN MANAGEMENT CORPORATION & Design		Registered	85/912,908	4/24/2013	4,566,403	7/15/2014
WE GIVE YOU CREDIT FOR WHO YOU ARE		Registered	86/043,589	8/21/2013	4,505,197	4/1/2014