

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM688183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOPEBRIDGE, LLC		11/15/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	TCG SENIOR FUNDING L.L.C.		
Street Address:	1 VANDERBILT AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6152895	EXPANDING HOPE & ACCESS	
Registration Number:	5331493	HOPEBRIDGE EZ-INTAKE	
Registration Number:	5307099	HOPEBRIDGE	
Registration Number:	5307100	HOPEBRIDGE360	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	22335.087		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	11/15/2021		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated November 15, 2021, is made by the Person listed on the signature pages hereof (the "*Pledgor*") in favor of TCG SENIOR FUNDING L.L.C., as collateral agent (together with its permitted successors in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HOOSIER INTERMEDIATE, LLC, a Delaware limited liability company (the "*Borrower*"), has entered into a Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with HOOSIER FINANCE HOLDINGS, LLC, a Delaware limited liability company ("*Holdings*"), each lender from time to time party thereto (collectively, the "*Lenders*" and each, individually, a "*Lender*"), the L/C Issuers (as defined in the Credit Agreement) from time to time party thereto and TCG SENIOR FUNDING L.L.C., as Administrative Agent (as defined in the Credit Agreement) and Collateral Agent.

WHEREAS, as a condition precedent to the making of the Term Loans (as defined in the Credit Agreement) by the Lenders under the Credit Agreement, the Pledgor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, by Holdings, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

- (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the "*Collateral*");
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby (the "*Trademarks*");

- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than the Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, *provided*, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; *provided further* that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

(6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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 therein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

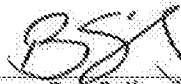
(7) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HOPEBRIDGE, LLC

By:



Name: Ben Seib

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007495 FRAME: 0070

TCG SENIOR FUNDING L.L.C.,
as Collateral Agent

By: 


Name: Joshua Lefkowitz
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007495 FRAME: 0071

Schedule A to the Trademark Security Agreement

United States Trademarks

Mark	Country	App. No. Date	Reg. No. Date	Status	Current Owner of Record
EXPANDING HOPE & ACCESS 	USA	88821873 05-MAR-2020	6152895 15-SEP-2020	Registered	Hopebridge, LLC
HOPEBRIDGE EZ- INTAKE	USA	87328434 08-FEB-2017	5331493 07-NOV-2017	Registered	Hopebridge, LLC
HOPEBRIDGE	USA	86764806 22-SEP-2015	5307099 10-OCT-2017	Registered	Hopebridge, LLC
HOPEBRIDGE360	USA	86764882 22-SEP-2015	5307100 10-OCT-2017	Registered	Hopebridge, LLC

United States Trademark Applications

None.