

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONCORD SERVICING LLC		02/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association, as Administrative Agent		
Street Address:	500 Boylston Street, 24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4196002	BLACKWELL RECOVERY	
Registration Number:	4569556	C2 COMMAND & CONTROL	
Registration Number:	4406447	CONCORD	
Registration Number:	4406448	CONCORD	
Registration Number:	4569611	DOCKIT	
Registration Number:	4455080	INTERLINK	
Registration Number:	4768275	INTERLINK	
Registration Number:	2879661	MYACCOUNTINFO.COM	
Registration Number:	4651586	O	
Registration Number:	4098290	QUALIFLY	
Registration Number:	5639350	TB	
Registration Number:	5644951	TRUEBI	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		

OP \$315.00 4196002

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1586295 TM

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 02/01/2022

Total Attachments: 5

source=Webster_Concord - Trademark Security Agreement [Executed]#page1.tif
source=Webster_Concord - Trademark Security Agreement [Executed]#page2.tif
source=Webster_Concord - Trademark Security Agreement [Executed]#page3.tif
source=Webster_Concord - Trademark Security Agreement [Executed]#page4.tif
source=Webster_Concord - Trademark Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark Security Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), made by Concord Servicing LLC (“Grantor”), in favor of WEBSTER BANK, NATIONAL ASSOCIATION, as Agent on behalf of the Lenders party to the Credit Agreement (as hereafter defined) (the “Grantee”).

WHEREAS, Grantor owns the Trademarks as specified on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among Concord Global Acquisition, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) the guarantors from time to time party thereto, and Webster Bank, National Association, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), among Grantor, the other grantors party thereto and Agent, Grantor has granted to Agent, for the ratable benefit of Lenders, a security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent, for the ratable benefit of Lenders, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to on Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CONCORD SERVICING LLC

By: 

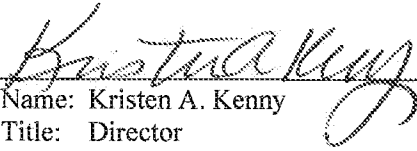
Name: Mark Johnson

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED:

**WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent**

By: 
Name: Kristen A. Kenny
Title: Director

[Signature Page to Trademark Security Agreement]