

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705896

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concord Servicing LLC	FORMERLY Concord Servicing Corporation	02/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Balance Point Capital Partners V, L.P., as Agent
Street Address:	285 Riverside Avenue, Suite 200
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Partnership: DELAWARE

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: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

TRADEMARK

Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 392135-22

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 02/01/2022

Total Attachments: 6

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the “Subordination Agreement”) dated as of February 1, 2022, among Balance Point Capital Partners V, L.P., as Subordinated Agent, and Webster Bank, National Association, as Senior Agent, and acknowledged and agreed to by Concord Global Acquisition, LLC (the “Company”) and its subsidiaries, to the indebtedness (including interest) owed by the Company pursuant to that certain Credit Agreement dated as of February 1, 2022, among the Company, Senior Agent and the lenders from time to time party thereto, as such Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time, to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement and to the liens securing the foregoing indebtedness; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

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, formerly known as Concord Servicing Corporation, (“Grantor”), in favor of Balance Point Capital Partners V, L.P., as Agent on behalf of the Lenders party to the Subordinated 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 Subordinated Credit Agreement, dated as of February 1, 2022 (as amended, restated, supplemented or modified from time to time, the “Subordinated 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”), and Balance Point Capital Partners V, L.P., 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 the Subordinated Secured 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). Capitalized terms used but not defined herein shall have the meanings given to them in the Subordinated Credit 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 the Subordinated Secured 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 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 Subordinated 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 for the ratable benefit of the Subordinated Secured Lenders 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]

TRADEMARK
REEL: 007600 FRAME: 0328





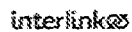


ACKNOWLEDGED:

BALANCE POINT CAPITAL PARTNERS V, L.P., as Agent

**By: Balance Point Capital Managers V, LLC,
its General Partner**

By: 
Name: Seth Alvord
Title: Member

SCHEDULE 1
to
Trademark Security Agreement

<u>Country</u>	<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
US	Blackwell Recovery and Design 	4196002	August 21, 2012
US	C2 Command and Control (Stylized) 	4569556	July 15, 2014
US	CONCORD	4406447	September 24, 2013
US	Concord and Design 	4406448	September 24, 2013
US	D and Design 	4569611	July 15, 2014
US	INTERLINK	4455080	December 24, 2013
US	Interlink and Design 	4768275	July 7, 2015
US	MYACCOUNTINFO.COM	2879661	August 31, 2004
US	O (Stylized) 	4651586	December 9, 2014
US	QUALIFLY	4098290	February 14, 2012
US	TB (Stylized) 	5639350	December 25, 2018
US	TRUEBI	5644951	January 1, 2019