

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PSI Services LLC		02/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 Woodmont Ave., Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> Apollo Capital Management GP, LLC, its general partner, DELAWARE, Limited Liability Company Apollo Capital Management, L.P., its investment manager, DELAWARE, Limited Partnership 		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2163225	AMP	
Registration Number:	4414956	HISET	
Registration Number:	4728219	HISET	
Registration Number:	5318557	HISET ACADEMY	
Registration Number:	6522221	MINDGAGE	
Serial Number:	90709633	PERSPECTIVES	
Serial Number:	90487489	PSI BRIDGE	
Serial Number:	90487495	PSI BRIDGE	
Serial Number:	90487502	PSI DIMENSIONS	
Serial Number:	90487506	PSI DIMENSIONS	
Registration Number:	6427835	ROADWORTHY	
Registration Number:	6427840	SECUREFIT	
Registration Number:	6427841	SERVICEFIT	

OP \$340.00 2163225

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1595780
NAME OF SUBMITTER:	Sophia LB Byer
SIGNATURE:	/Sophia LB Byer/
DATE SIGNED:	02/11/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 8, 2022 (this “**Trademark Security Agreement**”), by each of the undersigned grantors (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to extend credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

PSI SERVICES LLC

By: 

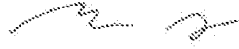
Name: Paul Dean
Title: Chief Financial Officer, Treasurer and
Secretary

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management GP, LLC, its general
partner

By:



Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I
Trademark Registrations and Applications

Registrations and Applications:

Mark Name	Owner	Application No.	Registration No.
AMP Logo	PSI Services LLC	75/136354	2163225
HISSET	PSI Services LLC	85/920240	4414956
HISSET	PSI Services LLC	85/953762	4728219
HISSET ACADEMY	PSI Services LLC	87/229800	5318557
MINDGAGE	PSI Services LLC	90/236037	6522221
PERSPECTIVES	PSI Services LLC	90/709633	
PSI BRIDGE	PSI Services LLC	90/487489	
PSI BRIDGE	PSI Services LLC	90/487495	
PSI DIMENSIONS	PSI Services LLC	90/487502	
PSI DIMENSIONS	PSI Services LLC	90/487506	
ROADWORTHY	PSI Services LLC	90/328304	6427835
SECUREFIT	PSI Services LLC	90/328727	6427840
SERVICEFIT	PSI Services LLC	90/328749	6427841