

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CrowdOut Capital LLC		02/22/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Aquarian Credit Funding LLC, as Facility Agent		
Street Address:	40 Tenth Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5040804	CROWDOUT CAPITAL	
Registration Number:	5040809	CROWDOUT	
Registration Number:	5040816	CROWD OUT	
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:	(212) 655-6000		
Email:	nyfilings@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	NY Filings		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	nyfilings		
SIGNATURE:	/nyfilings/		
DATE SIGNED:	02/23/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of February 22, 2022, is entered into by and among CrowdOut Capital LLC, a Texas limited liability company (the "**Grantor**") and Aquarian Credit Funding LLC (the "**Assignee**"), as Facility Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of February 22, 2022, between the Assignee and the Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (ii) that certain Warehouse Loan and Servicing Agreement, dated as of February 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto, among others.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Loan Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE FOLLOWS.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

Aquarian Credit Funding LLC,
as the Facility Agent

By: Ben Goodman
Name: Benjamin Goodman
Title: Authorized Signatory

Address of Assignee:

40 Tenth Avenue, 6th Floor
New York, NY 10014
Attention: General Counsel

GRANTOR:

CROWDOUT CAPITAL LLC

By: _____
Name:
Title:

Address of Grantor:

3005 S. Lamar Blvd.
Suite D109 #386
Austin, Texas 78704
Attention: Alexander Schoenbaum

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

Aquarian Credit Funding LLC,
as the Facility Agent

By: _____

Name:

Title:

Address of Assignee:

40 Tenth Avenue, 6th Floor
New York, NY 10014
Attention: General Counsel

GRANTOR:

CROWDOUT CAPITAL LLC

By: _____

DocuSigned by:

Alexander Schoenbaum

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Name: Alexander Schoenbaum

Title: Chief Executive Officer

Address of Grantor:

3005 S. Lamar Blvd.
Suite D109 #386
Austin, Texas 78704
Attention: Alexander Schoenbaum