OP \$165.00 5994372

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM715248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Superior Lending Solutions LLC		03/16/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Collateral Agent	
Street Address:	c/o MidCap Financial Services, LLC, as servicer 7255 Woodmont Ave., Suite 300	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	Trust: DELAWARE	
Composed Of:	 Apollo Capital Management, DELAWARE, Limited Partnership Apollo Capital Management GP, DELAWARE, Limited Liability Company 	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5994372	CU CERTIFIED
Registration Number:	5349539	CU CERTIFIED POWERSPORTS
Registration Number:	5349538	CU CERTIFIED AUTOMOTIVE
Registration Number:	4942638	CU CERTIFIED AUTO
Registration Number:	4942639	CU CERTIFIED POWERSPORTS
Registration Number:	4958448	CUCERTIFIED

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2024547625

Email: ipteam@cogencyglobal.com

Correspondent Name: Julia Birgen

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20036

TRADEMARK
REEL: 007664 FRAME: 0142

900682273

ATTORNEY DOCKET NUMBER:	1623668	
NAME OF SUBMITTER:	Sophia LB Byer	
SIGNATURE:	/Sophia LB Byer/	
DATE SIGNED:	03/18/2022	
Total Attachments: 5 source=Shelby Joinder - Trademark Security Agreement Executed#page1.tif		

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of **March 16**, **2022** (the "**Effective Date**") between the signatories hereto (each a "**Grantor**") in favor of **MIDCAP FINANCIAL TRUST**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Counterpart to Security Agreement, dated as of March 16, 2022, by the Grantor and accepted by the Collateral Agent pursuant to which the Grantor became party to that certain Security Agreement, dated as of June 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, inter alios, the Grantor and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

- **Section 1. Grant of Security**. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):
- (a) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").
- **Section 2. Recordation**. The Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.
- **Section 3. Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern, as applicable.

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4143-0226-6932

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SUPERIOR LENDING SOLUTIONS LLC,

as the Granger

By: Robert Howarth

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST,

as Collateral Agent

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

manager

By: Apollo Capital Management GP, LLC, its general

partner

Title: Authorized Signatory

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

<u>United States Trademark Registrations</u>

Owner	Mark	Registration No.
Superior Lending Solutions LLC	CU CERTIFIED	5994372
Superior Lending Solutions LLC	CU CERTIFIED POWERSPORTS	5349539
Superior Lending Solutions LLC	CU CERTIFIED AUTOMOTIVE	5349538
Superior Lending Solutions LLC	CU CERTIFIED AUTO	4942638
Superior Lending Solutions LLC	CU CERTIFIED POWERSPORTS	4942639
Superior Lending Solutions LLC	CUCERTIFIED	4958448

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RECORDED: 03/18/2022