

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCENT FUNDING, LLC		05/23/2022	Limited Liability Company: DELAWARE
SKILLS FUND, LLC		05/23/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. WASHINGTON STREET, 9th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5681052	LOANS THAT POWER BRIGHT FUTURES.	
Registration Number:	5325373	ASCENT LOANS THAT POWER BRIGHT FUTURES.	
Registration Number:	5325374	ASCENT	
Registration Number:	5966008	SKILLSFUND	
Registration Number:	5966006	SKILLSFUND	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	697820.0072		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		

CH \$140.00 5681052

DATE SIGNED:	05/23/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2022, is made by ASCENT FUNDING, LLC, a Delaware limited liability company, and SKILLS FUND, LLC, a Texas limited liability company (the “Grantor”), in favor of ALTER DOMUS (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 23, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among Borrower, the other Loan Parties, the Lenders from time to time party thereto and Alter Domus (US) LLC, as Administrative Agent for the Lenders, (i) the Lenders have agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein,

WHEREAS, pursuant to the Loan and Security Agreement, each Grantor, each as a Borrower, has agreed to guarantee the Obligations (as defined in the Loan and Security Agreement) of each other Borrower; and

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor has is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan and Security Agreement and to induce the Lenders to make extensions of credit to Borrower thereunder, the Grantor hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Patents and all intellectual property licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to principals of conflict of laws to the extent that the same are not mandatorily applicable by statute and would require or permit the application of the law of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ASCENT FUNDING, LLC, as a Grantor

By: 
Name: Ken Ruggiero
Title: President

SKILLS FUND, LLC, as a Grantor

By: 
Name: Ken Ruggiero
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel






[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registered Owner	Application No.	Application Date	Registration No.	Registration Date
	Ascent Funding, LLC	87169914	September 13, 2016	5681052	February 19, 2019
	Ascent Funding, LLC	87171813	September 14, 2016	5325373	October 31, 2017
	Ascent Funding, LLC	87171825	September 14, 2016	5325374	October 31, 2017
	Skills Fund, LLC	88503326	July 8, 2019	5966008	January 21, 2020
	Skills Fund, LLC	88503322	July 8, 2019	5966006	January 21, 2020

2. TRADEMARK APPLICATIONS

[Include Application Number and Date]

[None.]

3. INTELLECTUAL PROPERTY LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

[None.]