

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SILICON VALLEY BANK		04/15/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LSQ FUNDING GROUP, L.C.		
<b>Street Address:</b>	315 E. Robinson Street, Suite 200		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32801		
<b>Entity Type:</b>	limited company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6052585	QWIL	
<b>Registration Number:</b>	5195473	QWIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026725399		
<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>			
<b>Phone:</b>	202-672-5300		
<b>Email:</b>	IPDocketing@foley.com		
<b>Correspondent Name:</b>	Katherine P. Califa		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	3000 K Street, N.W., Sixth Floor		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Katherine P. Califa		
<b>SIGNATURE:</b>	/Katherine P. Califa/		
<b>DATE SIGNED:</b>	06/03/2022		
<b>Total Attachments: 6</b>			
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**SECURED PARTY'S BILL OF SALE**

For good and valuable consideration, and in consideration, the receipt of which is hereby acknowledged (the "**Purchase Price**"), **SILICON VALLEY BANK** (the "**Secured Party**") hereby sells, assigns, and transfers to **LSQ FUNDING GROUP, L.C.** (the "**Purchaser**"), all of all of the right, title and interest of QWIL PBC (the "**Debtor**") in and to the personal property (collectively, the "**Purchased Assets**") listed on **Exhibit "A"**, annexed hereto and incorporated herein by reference, in which the Secured Party has been granted a valid and perfected first priority security interest by the Debtor, which sale is being conducted as a private foreclosure sale by Secured Party to Purchaser in accordance with Uniform Commercial Code Sections 9610 and 9617 pursuant to the Asset Purchase and Sale Agreement (Private Foreclosure Sale) of even date between the Secured Party and Purchaser (the "**Purchase Agreement**").

The Purchaser acknowledges and agrees as follows:

EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PURCHASE AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTY RELATED TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE). Without limiting the foregoing, Purchaser acknowledges that Purchaser is not relying on any representation or warranty of Secured Party, express or implied, other than as expressly provided in the Purchase Agreement and there is no warranty relating to title, possession, quiet enjoyment of the Purchased Assets, or the like in this disposition. The secured party's private sale is further made without any representations or warranties by Secured Party as to the validity, enforceability, priority, or perfection of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or any other matter concerning, the Purchased Assets. Purchaser acknowledges and agrees that Secured Party is selling only Debtor's right, title, and interest in the Purchased Assets in which the Secured Party has been granted a security interest by Debtor.

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This Secured Party's Bill of Sale shall be governed by and construed in accordance with the internal law of the State of California (without regard to conflicts of laws principles) and is intended to take effect as a sealed instrument.

Executed this 15th day of April 2022, as a sealed instrument.

**"SECURED PARTY"**

**SILICON VALLEY BANK**

DocuSigned by:

*Mark Turk*

By: \_\_\_\_\_

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Name: Mark Turk

Title: Managing Director

**Acknowledged and agreed:**

**"PURCHASER"**

**LSQ FUNDING GROUP, L.C.**

DocuSigned by:

*Hugh A. Ragsdale, III*

By: \_\_\_\_\_

2410B32A359D4F4...

Name: Hugh A. Ragsdale, III

Title: Chief Financial Officer

**EXHIBIT "A"**

**(Purchased Assets)**

**SCHEDULE OF PURCHASED ASSETS**

The Purchased Assets consists of all right, title and interest of QWIL, PBC, a Delaware public benefit corporation ("Qwil") in and to the following personal property, to the extent that Secured Party holds a valid and perfected first priority security interest in such assets:

i. All trademarks and tradenames and all related designs, logos and all other intellectual property and intangible property, including, copyrights, patents, payment automation software, technology, infrastructure, products, URLs and domain names, business names, websites, email addresses and phone and fax numbers, and all related goodwill;

ii. All contracts, partnership agreements, supplier agreements, financing agreements, factoring agreements, servicing agreements, data management agreements, guaranties, and any other contract where Qwil has provided factoring, trade finance or other financial or technology services to any client, partner or borrower, including, without limitation the contracts with (a) TAPFIN Process Solutions, a ManpowerGroup company, (b) Randstad Professionals US, LLC d/b/a Randstad, Sourceright, (c) SAP SE, (d) Business Objects Software Limited aka SAP Solutions, (e) Kronos Consulting LLC, (f) Cortech, LLC, (g) Stellar Consulting Solutions, LLC, (h) Dynamic Consulting Group, Inc., (i) Qualdoc LLC and (j) MWIDM INC;

iii. All books, records, and computer data relating to any of the foregoing;

iv. All General Intangibles as such term is defined in the UCC, and includes without limitation; any and all Program Criteria, Qwil API, Qwil Platform, Qwil IP; and

v. All other collateral granted to SVB by Qwil, including, without limitation, all goods, Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), whether now owned or hereafter acquired, wherever located; and all of QWIL's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

"Program Criteria" which means those criteria that each receivable must meet, as between Account Debtors to be approved pursuant to the Qwil Platform/Qwil Program.


"Qwil API" means the application programming interface provided by Qwil that may be used to access the Qwil Platform to provide Account Debtor data information to Qwil.

“Qwil IP” means all intellectual property rights relating to the Qwil API and Qwil Platform, including all improvements, modifications, documentation, translations and derivative works thereof.

“Qwil Platform” means Qwil’s global disbursement and liquidity platform to facilitate payment acceleration to Payees through the purchase of Qualified Receivables through the Program.

“Qwil Program” means the liquidity program established by Qwil through which Qwil will purchase Qualified Receivables from Payee.

### TRADEMARKS

DESCRIPTION	Registration #	Registration Date
	6052585	May 12, 2020
Qwil	5195473	May 2, 2017

### SCHEDULE OF EXCLUDED ASSETS

Notwithstanding the foregoing, the Purchased Assets do not include (a) Accounts (and Related Security with respect to such Accounts) which have been sold or transferred to 5177696C20446562742046756E64A, LLC, (b) more than sixty-five percent (65.0%) of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter, (c) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law), (d) deposit accounts used exclusively for (and at all times containing only) Customer Funds, (e) Payment Processor Accounts so long as such accounts are used solely and exclusively for payment processing, (f) Card Program Accounts so long as such accounts are used solely and exclusively with respect to Borrower’s prepaid debit card program, (g) specifically identifiable and segregated proceeds of the Crime Policy, (h) stock, partnership, or other ownership interest or other equity securities in 5177696C20446562742046756E64A, LLC, Qwil FN Receivables Holdings, LLC, and Qwil Funding Trust 1, (i) Accounts which have been sold or transferred to Qwil FN Receivables Holdings, LLC, but only to the extent done so pursuant to and in full compliance with Section 7.1(i) of the Financing Agreement, (j) Accounts which have been sold or transferred to Qwil Funding Trust 1, but only to the extent done so pursuant to and in full compliance with Section 7.1(j) of the Financing Agreement, (k) Accounts which have been sold or transferred to CH Receivables SPV Series Master Fund, LLC or another buyer under the applicable financing arrangement, but only to the extent done so pursuant to and in full compliance with Section 7.1(k) of the Financing Agreement, and (l) cash, cash equivalents, deposit accounts, investment property, or securities.

Except for contracts expressly assumed by Purchaser, Purchaser shall not assume any of Debtor’s outstanding liabilities

**TRANSFER STATEMENT**

The undersigned, Silicon Valley Bank (“**Secured Party**”), hereby confirms as follows:

1. QWIL, PBC, a Delaware public benefit corporation (the “**Borrower**”) and Secured Party are parties to that certain Amended and Restated Loan and Security Agreement dated December 8, 2017, as amended, modified or supplemented from time to time (the “**Loan and Security Agreement**”), pursuant to which Borrower pledged, among other things (i) all of Borrower’s right, title and interest in and to all of items (collectively, the “**Collateral**”) as described in the attached Schedule of Purchased Assets as security for the amounts due Secured Party pursuant to the Loan and Security Agreement
2. One or more Events of Default have occurred and are continuing under the Loan and Security Agreement.
3. The Secured Party exercised post-default remedies with respect to the Collateral.
4. By reason of the exercise of such post-default remedies, LSQ Funding Group, L.C. (the “**Transferee**”) has acquired the rights of Borrower in such Collateral and now holds legal and equitable title to the Collateral described in the attached Schedule of Purchased Assets.
5. The mailing addresses of the Secured Party is as follows:

Silicon Valley Bank  
3003 Tasman Drive, HF 150  
Santa Clara, CA 95054

6. The mailing address of the Transferee is as follows:

LSQ Funding Group, L.C.  
315 E Robinson St, Suite 200  
Orlando, FL 32801  
Attn: Douglas Goldin, General Counsel

7. The mailing address of the Owner is as follows:

QWIL, PBC  
599 Third Street, Suite 309  
San Francisco, CA 94107,

This Transfer Statement is delivered pursuant to and in accordance with the terms of Section 9-619 of the Uniform Commercial Code as in effect in Delaware and California.

**SILICON VALLEY BANK**

By:  \_\_\_\_\_  
Name: Mark Turk  
Title: Managing Director