

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Successor Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	76700642	G3 VISAS & PASSPORTS	
Serial Number:	76700643	G3	
Serial Number:	76700644	G3 VISAS	
Serial Number:	77535646	RUSHMYPASSPORT.COM	
Serial Number:	87466143	GOVWORKS	
Serial Number:	87872967	GOVWORKS	
Serial Number:	88496429	RUSH MY PASSPORT	
Serial Number:	88496552	RUSHMYPASSPORT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		

CH \$215.00 76700642

DATE SIGNED:	06/21/2022
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Total Attachments: 4

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by MADISON CAPITAL FUNDING LLC (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and Apogem Capital LLC (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”). Capitalized terms used but not defined herein shall have the meaning set forth in the applicable Agreements (as defined below).

RECITALS:

WHEREAS, Expedited Travel, LLC, a Florida limited liability company and govWorks Holdings, LLC, a Delaware limited liability company (each individually, a “**Grantor**” and collectively, the “**Grantors**”) and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which each Grantor mortgaged, pledged, hypothecated and granted to the Retiring Agent a Lien on and security interest in the Trademark Collateral, including the Trademarks identified on Exhibit B attached hereto (collectively, the “**IP Collateral**”); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements, including, for the avoidance of doubt, its Lien on and security interest in the IP Collateral and all such rights, powers, privileges and duties of the Retiring Agent under each Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

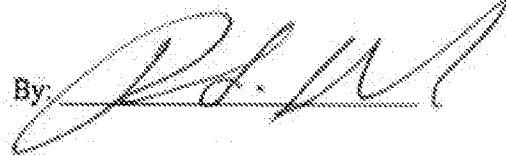
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

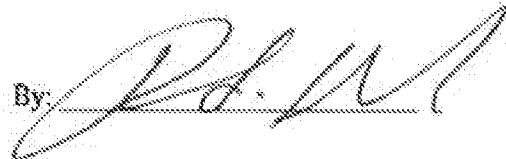
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director

EXHIBIT A

Trademark Security Agreement dated as of June 30, 2016 and filed with the United States Patent and Trademark Office on June 30, 2016 at Reel 5820, Frame 0564.

Trademark Security Agreement dated as of February 22, 2019 and filed with the United States Patent and Trademark Office on February 22, 2019 at Reel 6570, Frame 0607.

Trademark Security Agreement dated as of November 8, 2019 and filed with the United States Patent and Trademark Office on November 26, 2019 at Reel 6804, Frame 0439.

EXHIBIT B

Trademark Registrations

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
G3 VISAS & PASSPORTS	76700642	12/1/09	3987466	7/5/11
G3	76700643	12/1/09	3987467	7/5/11
G3 VISAS	76700644	12/1/09	3987468	7/5/11
RUSHMYPASSPORT.COM	77535646	7/31/08	3626012	5/26/09
GOVWORKS	87466143	5/26/17	5571573	9/25/18
GOVWORKS	87872967	4/11/18	5611749	11/20/18

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
RUSH MY PASSPORT	88496429	7/1/19
RUSHMYPASSPORT	88496552	7/1/19