

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM769866

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avant, LLC		11/23/2022	Limited Liability Company: DELAWARE
640 Financial Group, LLC		11/23/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Agent Services, L.P., as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4450333	AVANTCREDIT	
<b>Registration Number:</b>	4924276	AVANTCREDIT	
<b>Registration Number:</b>	4621300		
<b>Registration Number:</b>	5064274	AVANT	
<b>Registration Number:</b>	5063990	AVANT	
<b>Registration Number:</b>	5454092	AVANTCARD	
<b>Registration Number:</b>	4738599	AVANT	
<b>Registration Number:</b>	5033285	AVANT	
<b>Registration Number:</b>	5453939	AVANT	
<b>Registration Number:</b>	6816472	640 FINANCIAL GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		

OP \$265.00 4450333

**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Doris Ka

**SIGNATURE:** /Doris Ka/

**DATE SIGNED:** 11/23/2022

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. Avant, LLC  
Limited Liability Company - Delaware  
2. 640 Financial Group, LLC  
Limited Liability Company - Delaware  
 Individual(s)                       Association  
 Partnership                          Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_  
Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 23, 2022  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ares Agent Services, L.P., as Collateral Agent

Street Address: 245 Park Avenue, 42nd Floor

City: New York

State: NY

Country: USA Zip: 10167

Individual(s) Citizenship \_\_\_\_\_

Association Citizenship \_\_\_\_\_

Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship Delaware, USA

Corporation Citizenship \_\_\_\_\_

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 02850.0090

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:** 10

**7. Total fee** (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

Authorized to be charged to deposit account

Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ *Doris Ka* \_\_\_\_\_

Signature

November 23, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ARES AGENT SERVICES, L.P. (“AAS”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, AVANT, LLC, a Delaware limited liability company (the “Borrower”), AVANT HOLDING COMPANY, INC., a Delaware corporation (“Parent”), the other Guarantors party thereto from time to time, the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), AAS, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and as the Collateral Agent for the Secured Parties (the Collateral Agent, together with the Administrative Agent, collectively, the “Agents” and each an “Agent”), have entered into that certain Credit Agreement, dated as of November 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of November 23, 2022 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a

statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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. Receipt by emailed "pdf" file or other similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of an electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable requirements of law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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 REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Section 8.7, 8.8 and 8.12 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

AVANT, LLC, as Grantor

By: Kevin Friedrich  
Name: Kevin Friedrich  
Title: Chief Financial Officer

640 FINANCIAL GROUP, LLC, as Grantor

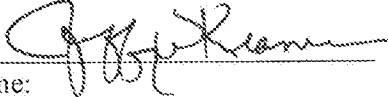
By: Kevin Friedrich  
Name: Kevin Friedrich  
Title: Manager

ACKNOWLEDGED:

**ARES AGENT SERVICES, L.P.,**

as Collateral Agent

By: Ares Agent Services GP LLC, its general partner

By:   
Name: \_\_\_\_\_  
Title: JEFFREY W. KRAMER  
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007901 FRAME: 0608**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Avant, LLC	4450333	AvantCredit
Avant, LLC	4924276	AvantCredit
Avant, LLC	4621300	"A" Logo
Avant, LLC	5064274	Avant
Avant, LLC	5063990	Avant
Avant, LLC	5454092	AvantCard
Avant, LLC	4738599	Avant
Avant, LLC	5033285	Avant
Avant, LLC	5453939	Avant
640 Financial Group, LLC	6816472	640 Financial Group



**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Avant, LLC	3033456	United Kingdom	SpringCoin
Avant, LLC	UK00002646233	United Kingdom	Avant
Avant, LLC	UK00003115490	United Kingdom	"A" Logo
Avant, LLC	UK00003585946	United Kingdom	AvantCredit
Avant, LLC	TMA950181	Canada	Avant
Avant, LLC	TMA899693	Canada	AvantCredit
Avant, LLC	531284	Russia	AvantCredit
Avant, LLC	1533292	Mexico	AvantCredit
Avant, LLC	16426045	China	AvantCredit
Avant, LLC	16426046	China	AvantCredit