

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL DEBT RELIEF LLC		02/24/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CCP AGENCY, LLC		
Street Address:	360 S. Rosemary Avenue, Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5394086	NATIONAL DEBT RELIEF	
Registration Number:	6149019	DEBTSOMNIA	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird, Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	589771		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	02/24/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as grantor on the signature page hereto (the “**Grantor**”) in favor of **CCP AGENCY, LLC**, a Delaware limited liability company, as Agent for the Secured Persons (in such capacity and together with its successors and permitted assigns, the “**Agent**”).

WHEREAS, the Grantor is party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) between the Grantor, the other grantors party thereto and the Agent, pursuant to which the Grantor granted a security interest to the Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Obligations of Grantor, hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Persons, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by Grantor; and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any Excluded Property, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Property; *provided, further*, that this Trademark Security Agreement shall constitute a grant of a security interest in any Proceeds, substitutions or replacements of any Excluded Property, and any Proceeds, substitutions or replacements of any Excluded Property shall be included in the Trademark Collateral (and any defined term used therein), unless such Proceeds, substitutions or replacements would independently constitute Excluded Property.

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 Agent for the Secured Persons pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Collateral Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of all lending commitments of each of the Secured Persons and the payment in full of all Obligations (other than contingent indemnity obligations for which no claim has been asserted).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

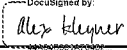
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

[See attached signature pages]

NATIONAL DEBT RELIEF LLC

By:  _____
Name: Alex Kleyner
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007983 FRAME: 0662


CCP AGENCY, LLC,
as Agent

By: Comvest Credit Partners Advisors LLC, its sole
Member

DocuSigned by:
Greg Reynolds
By: _____
Name: Greg Reynolds
Title: Partner

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
National Debt Relief (logo below) 	United States	SN: 87/212,589 RN: 5,394,086	Oct. 23, 2016	Feb. 6, 2018	National Debt Relief LLC
DEBTSOMNIA	United States	SN: 88/546,192 RN: 6,149,019	Jul. 29, 2019	Sep. 8, 2020	National Debt Relief LLC