

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807868

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900769406

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LSQ GROUP LLC		07/21/2021	Limited Liability Company: DELAWARE
LSQ FUNDING GROUP, L.C.		07/21/2021	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A., as Agent
<b>Street Address:</b>	3455 Peachtree Road NE (12th Floor)
<b>Internal Address:</b>	Mail Code: GA7-024-12-05
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	6060196	LSQ FASTTRACK

## CORRESPONDENCE DATA

Fax Number: 4045228409

*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.*

Phone: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Daniel H. Ennis
<b>SIGNATURE:</b>	/DHE/
<b>DATE SIGNED:</b>	05/04/2023

Total Attachments: 5

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**FIRST AMENDMENT TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 21st day of July, 2021 among **BANK OF AMERICA, N.A.**, a national banking association in its capacity as administrative and collateral agent (together with its successors in such capacity, "Agent") for various financial institutions (collectively, "Lenders") party from time to time to the Loan Agreement (as defined below), **LSQ GROUP LLC**, a Delaware limited liability company ("Holdings"), and **LSQ FUNDING GROUP, L.C.**, a Florida limited liability company ("LSQ"; together with Holdings, collectively, "Companies" and each, individually, a "Company").

**Recitals:**

Companies, certain of their affiliates, certain financial institutions (collectively, "Lenders"), Agent and certain other parties thereto are parties to that certain Third Amended and Restated Loan and Security Agreement, dated as of April 8, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders agreed to make loans to Companies and certain of the affiliates on the terms and subject to the conditions set forth therein.

In connection with the Loan Agreement, Companies and Agent entered into that certain Amended and Restated Trademark Security Agreement, dated as of April 8, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement").

Pursuant to Section 7 of the Trademark Security Agreement, Companies have notified Agent that Companies have obtained the trademark applications and registrations listed on Exhibit A attached to this Amendment.

Agent and Companies desire to enter into this Amendment to evidence the grant by Companies of a continuing security interest in and Lien upon the trademarks and trademark applications listed on Exhibit A attached to this Amendment.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.
2. **Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by supplementing Exhibit A to the Trademark Security Agreement with Exhibit A attached hereto.
3. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon the trademarks and trademark applications owned by such Company listed on Exhibit A attached to this Amendment.
4. **Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

5. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the laws of the State of Georgia (excluding its conflicts of law provisions if such provisions would require application of the laws of another jurisdiction).

6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

8. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

9. **Further Assurances.** Each Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

10. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

11. **Release of Claims.** Each Company acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Agent, any Lender or any other Secured Party relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

12. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

COMPANIES:

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

("LSQ")

By: 

Hugh A. Ragsdale, III, Chief Financial Officer

[SEAL]

**LSQ GROUP LLC**

("Holdings")

By: 

Hugh A. Ragsdale, III, Chief Financial Officer

[SEAL]

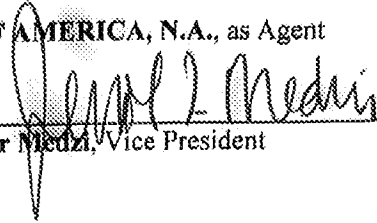
[Signatures continue on following page.]

Accepted by:

AGENT:

**BANK OF AMERICA, N.A., as Agent**

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



**Jenifer Medzi, Vice President**

**EXHIBIT A**

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial/Registration Number</u>	<u>File/Registration Date</u>
LSQ Group LLC	LSQ FASTTRACK	Mexico	2083794	10/28/2019
LSQ Group LLC	LSQ FASTTRACK	United States	6060196	05/19/2020
LSQ Group LLC	LSQ FASTTRACK	United Kingdom	UK00003442366	2/28/2020
LSQ Group LLC	LSQ FASTTRACK	Australia	2049386	7/11/2019
LSQ Group LLC	LSQ FASTTRACK	European Union	018082260	11/19/2019
LSQ Group LLC	LSQ FASTTRACK	China	42156257	11/7/2020
LSQ Group LLC	LSQ FASTTRACK	India	4341297	8/9/2020
LSQ Group LLC	LSQ FASTTRACK	Japan	6282933	8/21/20