

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSQ GROUP LLC		05/31/2023	Limited Liability Company: DELAWARE
LSQ FUNDING GROUP, L.C.		05/31/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	3455 Peachtree Road NE		
Internal Address:	Mail Code: GA7-024-12-05 (12th Floor)		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	national banking association: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4529347	LSQ	
Registration Number:	4559128	LSQ FUNDING	
Registration Number:	6052585	QWIL	
Registration Number:	5195473	QWIL	
Registration Number:	6060196	LSQ FASTTRACK	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	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		
NAME OF SUBMITTER:	Daniel H. Ennis		
SIGNATURE:	/dhe/		

OP \$140.00 4529347

DATE SIGNED:

05/31/2023

Total Attachments: 9

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 31st day of May, 2023, between **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:

Agent, Lenders, Holdings, LSQ and **LS DE LLC**, a Delaware limited liability company ("LSQ CA"); together with LSQ and certain subsidiaries of LSQ or LSQ CA that may from time to time be joined as a co-borrower thereunder, collectively, "Borrowers") are parties to that certain Third Amended and Restated Loan and Security Agreement dated as of April 8, 2016 (as at any time amended, modified, restated or supplemented prior to the date hereof, the "Original Loan Agreement"), pursuant to which such Lenders have made certain revolving credit loans to Borrowers.

In connection with the Original Loan Agreement, Companies executed and delivered an Amended and Restated Trademark Security Agreement dated April 8, 2016 (as at any time amended, modified, restated or supplemented prior to the date hereof, the "Original Trademark Security Agreement"), in favor of Agent, pursuant to which Companies agreed to assign its interests in the Trademark Collateral (as defined in the Original Trademark Security Agreement, the "Original Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Original Trademark Security Agreement).

Borrowers and Holdings have now entered into that certain Fourth Amended and Restated Loan and Security Agreement dated on or about the date hereof (as at any time amended, modified, restated or supplemented, the "Loan Agreement"), with Agent and Lenders, which Loan Agreement amends and restates the Original Loan Agreement.

It is a condition to Agent's and Lenders' willingness to make loans and other financial accommodations to or for the benefit of Borrowers under the Loan Agreement that each Company agree to amend and restate the Original Trademark Security Agreement in its entirety as hereinafter set forth.

The parties hereto agree that the Original Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and each Company agrees to ratify, renew and continue the prior grant and assignment of, and security interest in, the Trademark Collateral described herein to Agent, for the benefit of Lenders, to ensure and secure the prompt payment and performance of the Obligations.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company and Agent hereby amends and restates the Original Trademark Security Agreement as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2.

(a) Pursuant to the Original Trademark Agreement and the other Loan Documents (as defined in the Original Loan Agreement), each Company previously granted a continuing security interest in and

Lien upon the Original Trademark Collateral, and each such security interest and Lien continues in effect as a duly perfected security interest or Lien (subject to any Liens released by Agent from time to time between the date of the Original Trademark Agreement and the Restatement Effective Date in accordance with the terms of the Original Loan Agreement and the Original Trademark Agreement) in favor of Agent, for the benefit of the Secured Parties, hereunder. All such security interests and Liens are hereby renewed and continued and shall remain in full force and effect as security for the Obligations (as defined below), as such Obligations have been amended pursuant to this Agreement. All of the Obligations (including those in existence on the date hereof under the Original Loan Agreement) shall continue to be secured, without interruption, by all such security interests and Liens granted in accordance with the Original Trademark Agreement and the other Loan Documents (as defined in the Original Loan Agreement), as amended and restated hereby. Companies hereby acknowledge, confirm and agree that nothing in this Agreement shall, nor is it intended to, (i) constitute a novation or accord and satisfaction with respect to the Original Trademark Agreement or the other Loan Documents (as defined in the Original Loan Agreement), or (ii) operate as a waiver of any right, power or remedy of Agent, any Lender or any other Secured Party under any Loan Document.

(b) To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) all trademarks, trademark registrations, trade names and trademark applications owned by such Company, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time, but not including, for the avoidance of doubt, any trademark applications filed on an "intent to use" basis until the earlier of the issuance of a registration or the filing of a statement of use therefor), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(ii) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(iii) all proceeds of the foregoing.

3. Each Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Company in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Agent that:

(a) Such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent and Agent's employees and agents the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and no Company shall become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due any Company in

respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Companies. If any deficiency shall arise, each Company and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Companies (it being the intent of each Company and Agent that Companies shall be jointly and severally responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Companies **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Revolver Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark

without the consent of Agent, unless any Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and each Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in any Company's name or in Agent's name, in Agent's sole discretion, but at such Company's expense, and such Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. Each Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Each Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. This Agreement may be executed in any number of counterparts and by different parties to this Agreement 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 signature page delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

23. **To the fullest extent permitted by Applicable Law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

24. This Agreement amends and restates the Original Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Original Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Original Trademark Security Agreement (collectively, the "Original Trademark Security Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Original Trademark Security Documents or any indebtedness, liabilities or obligations of Holdings thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Original Trademark Security Documents, nor do they constitute a novation with respect thereto. All security interests, pledges, assignments, and other Liens previously granted by Holdings pursuant to the Original Trademark Security Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal on the day and year first above written.

COMPANIES:

LSQ GROUP LLC

("Holdings")

By: 

Name: **Hugh A. Ragsdale, III**

Title: Chief Financial Officer

LSQ FUNDING GROUP, L.C.

("LSQ")

By: 

Name: **Hugh A. Ragsdale, III**

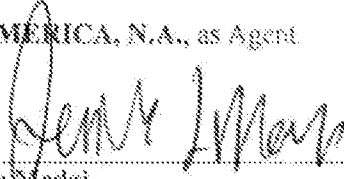
Title: Chief Financial Officer

[Signatures continue on the following page]

Accepted:

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

By: _____



Name: Jennifer Metz

Title: Senior Vice President

EXHIBIT A

Trademarks

<u>Owner:</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
LSQ Group LLC	LSQ	United States	4529347	5/13/2014
LSQ Group LLC	LSQ FUNDING	United States	4559128	7/1/2014
LSQ Group LLC		United States	6052585	5/12/2020
LSQ Group LLC	QWIL	United States	5195473	5/2/2017
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	8/21/2020

Trademark Applications

<u>Owner:</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Application Date</u>
LSQ Funding Group, L.C.	None.			
LSQ Group LLC	None.			