

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMNI FINANCIAL OF NEVADA, INC.		07/06/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A.		
Street Address:	320 South Canal Street - 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2479388	OMNI LOANS	
Registration Number:	2448974	OMNI MILITARY LOANS	
Registration Number:	2486985	OMNI MILITARY LOANS	
Registration Number:	2755949	WE LOVE TO SAY YES	
Registration Number:	2810184	OMNI FINANCIAL	
Registration Number:	2812560	OMNI FINANCIAL	
Registration Number:	3604742	MILITARYLOANS.COM	
Registration Number:	2761555	MILITARYLOANS.COM	
Registration Number:	2755950	CLICK TODAY... CASH TOMORROW	
Registration Number:	4399609	CLICK TODAY... CASH TODAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		

CH \$265.00 2479388

ATTORNEY DOCKET NUMBER:	060068-746373
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	07/06/2023

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of July 6, 2023, by Omni Financial of Nevada, Inc. (“**Grantor**”), in favor of BMO HARRIS BANK, N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, Grantor, Omni Holding Company, LLC, a Florida limited liability company (“**Holdings**”), the other Loan Parties (as defined therein), Grantee, and the Lenders are parties to a Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to the Credit Agreement, Holdings is the Initial Borrower (as such term is defined in the Credit Agreement) under the Credit Agreement, provided that immediately following the funding of the Loans on, and the consummation of the transactions contemplated by the Credit Agreement to occur on, on the Closing Date (i) Grantor shall automatically (and without any further action) become the Borrower under the Credit Agreement and all other Loan Documents contemplated thereby and (ii) Holdings shall no longer constitute a Borrower under the Credit Agreement or any other Loan Document and shall continue solely in the capacity as Holdings and a Guarantor for all purposes under the Credit Agreement and all other Loan Documents;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of July 6, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

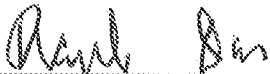
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

OMNI FINANCIAL OF NEVADA, INC.,
a Nevada corporation

By: 
Name: Rajib Das
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008125 FRAME: 0404

SCHEDULE A TO GRANT OF
A SECURITY INTEREST

TRADEMARK	APP./REGISTRATION NO.	REGISTRATION/FILING DATE
Omni Loans (Type Form)	2,479,388	Registered 8/21/2001
Omni Military Loans (Design)	2,448,974	Registered 5/8/2001
Omni Military Loans (Type Form)	2,486,985	Registered 9/11/2001
We Love to Say Yes	2,755,949	Registered 8/26/2001
Omni Financial (Typed Form)	2,810,184	Registered 2/03/2004
Omni Financial (Design)	2,812,560	Registered 2/10/2004
Militaryloans.com (Typed Form)	3,604,742	Registered 4/7/2009
Militaryloans.com (Design)	2,761,555	Registered 9/9/2003
Click Today. . . Cash Tomorrow	2,755,950	Registered 8/26/2003
Click Today. . . Cash Today	4,399,609	Registered 09/10/2013