

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CashRepublic Holdings, Inc.		07/06/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98026085	CASH REPUBLIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4048817000		
<b>Email:</b>	kelly.branch@alston.com		
<b>Correspondent Name:</b>	Sarah Parker		
<b>Address Line 1:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Kelly K. Branch		
<b>SIGNATURE:</b>	/Kelly K. Branch/		
<b>DATE SIGNED:</b>	07/07/2023		
<b>Total Attachments: 6</b>			
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source=Comvest_CashRepublic - Trademark Security Agreement (CashRepublic Holdings) (Executed)_1#page2.tif			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 6, 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 Alter Domus (US) LLC, in its capacity as administrative agent for the Secured Parties (as defined in the Note Purchase Agreement referred to below) (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, reference is hereby made to that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among CashRepublic Holdings, Inc., a Delaware corporation, CashRepublic Financial, LLC, a Delaware limited liability company, CashRepublic Insurance Services, LLC, a Delaware limited liability company, Omni Holding Company, LLC, a Florida limited liability company, Omni Financial of Nevada, Inc., a Nevada corporation, the purchasers from time to time party thereto and the Administrative Agent;

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

### SECTION 1. DEFINED TERMS

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

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of its 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 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 of the business 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 Assets, and (ii) the Trademark Collateral (and any defined term therein) shall not include any Excluded Assets; *provided, further*, that this Trademark Security Agreement shall constitute a grant of a security interest in any Proceeds, substitutions or replacements of any Excluded Assets, and any Proceeds, substitutions or replacements of any Excluded Assets shall be included in the Trademark Collateral (and any defined term used therein), unless such Proceeds, substitutions or replacements would independently constitute Excluded Assets.

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

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Trademark Security 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 Parties and the payment in full of all Secured Obligations (other than contingent indemnity Secured 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**

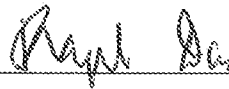
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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:

CASHREPUBLIC HOLDINGS, INC.

By:   
Name: Rajib Das  
Title: Chairman

**ALTER DOMUS (US) LLC,**  
as Administrative Agent

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

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATION**

<b>Trademark</b>	<b>Country/ Jurisdiction</b>	<b>Registration No./ Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Owner</b>
CashRepublic ( <i>and Design</i> )	United States	SN: 98026085	June 2, 2023	Pending	CashRepublic Holdings, Inc.