

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concord Servicing LLC		07/24/2023	Limited Liability Company: DELAWARE
Equiant Financial Services LLC		07/24/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners V, L.P., as Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4196002	BLACKWELL RECOVERY	
Registration Number:	4569556	C2 COMMAND & CONTROL	
Registration Number:	4406447	CONCORD	
Registration Number:	4406448	CONCORD	
Registration Number:	4569611	DOCKIT	
Registration Number:	4455080	INTERLINK	
Registration Number:	4768275	INTERLINK	
Registration Number:	2879661	MYACCOUNTINFO.COM	
Registration Number:	4651586	O	
Registration Number:	4098290	QUALIFLY	
Registration Number:	5639350	TB	
Registration Number:	5644951	TRUEBI	
Registration Number:	3376722	EQUIANT	
Registration Number:	6152115	EQUIANT	
CORRESPONDENCE DATA			
Fax Number:	3125774565		

CH \$365.00 4196002

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: 312-577-8265
Email: kritin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	392135-22
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	07/24/2023

Total Attachments: 7

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Amended and Restated Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of July 24, 2023, among Balance Point Capital Partners V, L.P., as Subordinated Agent, and Webster Bank, National Association, as Senior Agent, and acknowledged and agreed to by Concord Global Acquisition, LLC (the "Company") and its subsidiaries, to the indebtedness (including interest) owed by the Company pursuant to that certain Amended and Restated Credit Agreement dated as of July 24, 2023, among the Company, Senior Agent and the lenders from time to time party thereto, as such Credit Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time, to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement and to the liens securing the foregoing indebtedness; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Amended and Restated Trademark Security Agreement, dated as of July 24, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), made by Concord Servicing LLC, formerly known as Concord Servicing Corporation, ("Concord") and Equiant Financial Services LLC ("Equiant"; Equiant together with Concord, the "Grantors" and each individually, a "Grantor"), in favor of Balance Point Capital Partners V, L.P., as Agent on behalf of the Lenders party to the Subordinated Credit Agreement (as hereafter defined) (the "Grantee").

WHEREAS, each Grantor owns the Trademarks as specified on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Subordinated Credit Agreement, dated as of July 24, 2023 (as amended, restated, supplemented or modified from time to time, the "Subordinated Credit Agreement"), among Concord Global Acquisition, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders"), and Balance Point Capital Partners V, L.P., as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement, dated as of July 24, 2023 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantors, the other grantors party thereto and Agent, each Grantor has granted to Agent, for the ratable benefit of the Subordinated Secured Lenders, a security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Collateral Agreement). Capitalized terms used but not defined herein shall have the meanings given to them in the Subordinated Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to Agent, for the ratable benefit of the Subordinated Secured Lenders, a security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application referred to on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to on Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Each Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Subordinated Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent for the ratable benefit of the Subordinated Secured Lenders pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of 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.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

This Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of February 1, 2022 between the parties hereto.

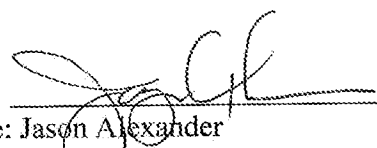
[signature page follows]

IN WITNESS WHEREOF, 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.

CONCORD SERVICING LLC

By: 
Name: Jason Alexander
Title: Chief Executive Officer


EQUIANT FINANCIAL SERVICES LLC

By: 
Name: Jason Alexander
Title: Chief Executive Officer




ACKNOWLEDGED:


**BALANCE POINT CAPITAL PARTNERS V, L.P.,
as Agent**

**By: Balance Point Capital Managers V, LLC,
its General Partner**

By: 
Name: Seth Alvord
Name: Member

SCHEDULE 1
to
Trademark Security Agreement

<u>Owner</u>	<u>Country</u>	<u>Description</u>	<u>Serial Application Number or Registration Number</u>	<u>Application Date or Registration Date</u>
Concord Servicing LLC	US	Blackwell Recovery and Design 	4196002	August 21, 2012
Concord Servicing LLC	US	C2 Command and Control (Stylized) 	4569556	July 15, 2014
Concord Servicing LLC	US	CONCORD	4406447	September 24, 2013
Concord Servicing LLC	US	Concord and Design 	4406448	September 24, 2013
Concord Servicing LLC	US	D and Design 	4569611	July 15, 2014
Concord Servicing LLC	US	INTERLINK	4455080	December 24, 2013
Concord Servicing LLC	US	Interlink and Design 	4768275	July 7, 2015
Concord Servicing LLC	US	MYACCOUNTINFO.COM	2879661	August 31, 2004
Concord Servicing LLC	US	O (Stylized) 	4651586	December 9, 2014
Concord Servicing LLC	US	QUALIFLY	4098290	February 14, 2012

Concord Servicing LLC	US	TB (Stylized) 	5639350	December 25, 2018
Concord Servicing LLC	US	TRUEBI	5644951	January 1, 2019
Concord Servicing LLC	US State (North Dakota)	BLACKWELL RECOVERY	ND 29072600	May 25, 2011
Equiant Financial Services LLC	US	EQUIANT	3376722	February 5, 2008
Equiant Financial Services LLC	US	EQUIANT	6152115	September 15, 2020