

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
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:	Webster Bank, National Association, as Agent		
Street Address:	500 Boylston Street, 24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	National Banking Association: UNITED STATES		
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:			

OP \$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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2071629 TM
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NAME OF SUBMITTER:	Andrew Nash
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SIGNATURE:	/Andrew Nash/
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DATE SIGNED:	07/25/2023
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Total Attachments: 6

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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 and Equiant Financial Services LLC (each, a “Grantor” and collectively, the “Grantors”), in favor of WEBSTER BANK, NATIONAL ASSOCIATION, as Agent on behalf of the Lenders party to the Credit Agreement (as hereafter defined) (the “Grantee”).

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

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of July 24, 2023 (as amended, restated, supplemented or modified from time to time, the “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”) the guarantors from time to time party thereto, and Webster Bank, National Association, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the 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 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).

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 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 (as defined in the Credit Agreement) 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 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 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.

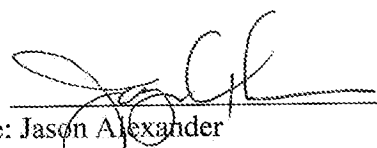
[signature page follows]

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:

**WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent**





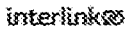

By: 


Name: Ian Milne
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK
REEL: 008142 FRAME: 0800**

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