

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILLUMIFIN CORPORATION		08/21/2023	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	ABRY PARTNERS IX, L.P., as Collateral Agent		
Street Address:	888 Boylston Street, Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86420168	SILVER BRICK ROAD	
Serial Number:	86364304	LTCG	
Serial Number:	78204727	GENELCO LIFEVIEW	
Serial Number:	76468635	GENELCO GROUP+	
Serial Number:	76467831	GENELCO ADMINISTRATION+	
Serial Number:	76465050	GENELCO	
Serial Number:	76465052	GENELCO CLAIMS+	
Serial Number:	76465055	GENELCO GROUPWEB	
Serial Number:	76465056	GENELCO PAYOUT+	
Serial Number:	76465058	GENELCO LIFE+	
Serial Number:	76465060	GENELCO LEDGER+	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		

CH \$290.00 86420168

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/22/2023
Total Attachments: 5 source=illumifin - Trademark Security Agreement (Executed Version)_(99417730_1)#page1.tif source=illumifin - Trademark Security Agreement (Executed Version)_(99417730_1)#page2.tif source=illumifin - Trademark Security Agreement (Executed Version)_(99417730_1)#page3.tif source=illumifin - Trademark Security Agreement (Executed Version)_(99417730_1)#page4.tif source=illumifin - Trademark Security Agreement (Executed Version)_(99417730_1)#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 21, 2023, is made by the Grantor listed on the signature page hereto (the “Grantor”), in favor of ABRY PARTNERS IX, L.P. (“ABRY Partners”), as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ILLUMIFIN CORPORATION (the “Borrower”), ILLUMIFIN HOLDINGS, INC. (the “Holdings”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and ABRY Partners, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of April 21, 2023 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be

deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

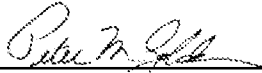
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

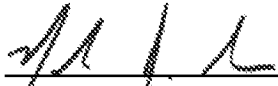
ILLUMIFIN CORPORATION,
as the Grantor

By: 
Name: Peter Goldstein
Title: President and Chief Executive Officer

ABRY PARTNERS IX, L.P.,
as the Collateral Agent

By: ABRY IX Capital Partners, L.P.
Its: General Partner

By: ABRY IX Capital Investors, LLC
Its: General Partner

By: 
Name: Nicholas Scola
Title: Authorized Signatory

SCHEDULE A
U.S. Trademark Registrations and Applications

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
SILVER BRICK ROAD	86420168 10-OCT-2014	4871767 15-DEC-2015	ILLUMIFIN CORPORATION
LTCG	86364304 12-AUG-2014	4839433 27-OCT-2015	ILLUMIFIN CORPORATION
GENELCO LIFEVIEW	78204727 17-JAN-2003	2936840 29-MAR-2005	ILLUMIFIN CORPORATION
GENELCO GROUP+	76468635 21-NOV-2002	2752749 19-AUG-2003	ILLUMIFIN CORPORATION
GENELCO ADMINISTRATION+	76467831 18-NOV-2002	2752745 19-AUG-2003	ILLUMIFIN CORPORATION
GENELCO	76465050 07-NOV-2002	2747033 05-AUG-2003	ILLUMIFIN CORPORATION
GENELCO CLAIMS+	76465052 07-NOV-2002	2790747 09-DEC-2003	ILLUMIFIN CORPORATION
GENELCO GROUPWEB	76465055 07-NOV-2002	2747035 05-AUG-2003	ILLUMIFIN CORPORATION
GENELCO PAYOUT+	76465056 07-NOV-2002	2827228 30-MAR-2004	ILLUMIFIN CORPORATION
GENELCO LIFE+	76465058 07-NOV-2002	2827229 30-MAR-2004	ILLUMIFIN CORPORATION
GENELCO LEDGER+	76465060 07-NOV-2002	2827230 30-MAR-2004	ILLUMIFIN CORPORATION