

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHODES FINANCIAL SERVICES, LLC		08/25/2023	Limited Liability Company: DELAWARE
RHODES COMPUTER SERVICES, LLC		08/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	131 S Dearborn St		
Internal Address:	Floor 04		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2007202	TAXSLAYER	
Registration Number:	3916456	TAXSLAYER	
Registration Number:	5260006	TAXSLAYER.COM	
Registration Number:	5385220	TAXSLAYER PRO	
Registration Number:	5915270	LEGALSPARK	
Registration Number:	5717171	SLAY YOUR TAXES	
Registration Number:	5662579	T	
Registration Number:	5509477	WORKFUL	
Serial Number:	87381000	SNAP & GO	
Serial Number:	97749671	TAXESTOGO	
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:	212-728-8000		
Email:	ipdept@willkie.com		

CH \$265.00 2007202

Correspondent Name: Genevieve Dorment
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125180.00112

NAME OF SUBMITTER: Genevieve Dorment

SIGNATURE: /Genevieve Dorment/

DATE SIGNED: 08/29/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of August 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by **RHODES FINANCIAL SERVICES, LLC**, a Delaware limited liability company, and **RHODES COMPUTER SERVICES, LLC**, a Delaware limited liability company (each, a “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, as administrative agent and as collateral agent (together with its successors in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, **MEP-TS INTERMEDIATE, LLC**, a Delaware limited liability company (“Holdings”), **MEP-TS MIDCO, LLC**, a Delaware limited liability company (the “Borrower”), and the Subsidiaries (as defined in the Credit Agreement referred to below) of the Borrower party thereto as Subsidiary Guarantors (as defined in the Credit Agreement) have entered into that certain Credit Agreement, dated as of August 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as Lenders (as defined therein) and the Administrative Agent.

WHEREAS, Holdings, the Borrower and the other grantors from time to time party thereto have entered into that certain Guarantee and Collateral Agreement, dated as of August 25, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”), with the Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to certain Collateral, including certain of its Copyrights, Trademarks and Patents, and has agreed to execute this IP Security Agreement with respect to certain of its Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all Copyrights, including each registration and application identified on Schedule 1 hereto;
- (b) all Trademarks, including each registration and application identified on Schedule 2 hereto;
- (c) all Patents, including each issued patent and patent application identified on Schedule 3 hereto; and

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in clauses (a) through (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due or payable with respect to any of the property described in clauses (a) through (c) above (items described in clauses (a) through (d), collectively, the “IP Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, no Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor hereby authorizes and requests that this IP Security Agreement be recorded with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this IP Security Agreement by facsimile or other electronic transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this IP Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this IP Security Agreement, and the exercise of any right or remedy by the Administrative Agent hereunder, in each case, may be subject to provisions of intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this IP Security Agreement, the provisions of the definitive documentation governing such intercreditor arrangements shall prevail.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.

SECTION 9 Termination.

(i) Upon the Discharge of Obligations, this IP Security Agreement and the Liens granted hereby (including any irrevocable licenses granted to the Administrative Agent granted hereunder) shall automatically terminate and be released, and (ii) the Liens in respect of the IP Collateral granted by each relevant Grantor shall automatically be released in the circumstances described in Section 9.14(a) and 9.14(b) of the Credit Agreement, as applicable, in each case without the requirement for any further action by any Person. Any representation, warranty or covenant contained in this IP Security Agreement relating to any IP Collateral of any Grantor shall no longer be deemed to be made with respect thereto once such IP Collateral is conveyed, sold, leased, assigned, transferred or disposed of.

The Administrative Agent shall (and the Secured Parties, by their authorization of the Administrative Agent's entering into this IP Security Agreement, hereby authorize and direct the Administrative Agent to) promptly take such actions and execute any such documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office or the United States Copyright Officer, as applicable) as may be reasonably requested by such Grantor and at such Grantor's expense to effect, document or evidence the termination and release pursuant to clause (a) above.

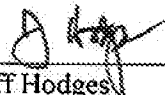
All releases or other documents delivered by the Administrative Agent pursuant to Section 9(b) shall be without recourse to, or warranty by, the Administrative Agent.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have duly executed this Intellectual Property Security Agreement as of the date first above written.

RHODES FINANCIAL SERVICES, LLC
RHODES COMPUTER SERVICES, LLC,
each, as a Grantor

By: _____


Name: Jeff Hodges

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

By: Megan Lynch
Name: Megan Lynch
Title: Authorized Signatory

Schedule 1
COPYRIGHTS

Copyright Registrations:

<u>Copyright</u>	<u>Claimant</u>	<u>Registration Number</u>	<u>Registration Date</u>
RCS tax program.	Rhodes Computer Services, LLC	TXu000666064	July 22, 1994
RCS tax program.	Rhodes Computer Services, LLC	TXu000642176	July 21, 1994
Taxslayer's business package : computer code.	Rhodes Computer Services, LLC	TXu000936642	February 8, 2000
Taxslayer's tax software : computer code.	Rhodes Computer Services, LLC	TX0005144235	February 8, 2000



Copyright Applications:

None.

Schedule 2

TRADEMARKS

Trademark Registrations:

<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
TAXSLAYER	Rhodes Financial Services, LLC	2007202	October 8, 1996
TAXSLAYER	Rhodes Financial Services, LLC	3916436	February 8, 2011
	Rhodes Financial Services, LLC	5260006	August 8, 2017
TAXSLAYER PRO	Rhodes Financial Services, LLC	5385220	January 23, 2018
LEGALSPARK	Rhodes Financial Services, LLC	5915270	November 19, 2019
SLAY YOUR TAXES	Rhodes Financial Services, LLC	5717171	April 2, 2019
	Rhodes Financial Services, LLC	5662579	January 22, 2019
WORKFUL	Rhodes Financial Services, LLC	5509477	July 3, 2018

Trademark Applications:

<u>Trademark</u>	<u>Applicant</u>	<u>Application Number</u>	<u>Application Date</u>
SNAP & GO	Rhodes Financial Services, LLC	87381000	March 22, 2017
TAXESTOGO	Rhodes Financial Services, LLC	97749671	January 11, 2023

Schedule 3

PATENTS

None.