

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC, as Agent		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Total Deposit Solutions, LLC		
Street Address:	1370 Broadway, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88496626	TBS BANK MONITOR	
Serial Number:	88496657	TBS BANK MONITOR	
Serial Number:	88496688	TBS VERIFY	
Serial Number:	87573573	TOTAL BANK SOLUTIONS	
Serial Number:	87573588	TBS TOTAL BANK SOLUTIONS	
Serial Number:	87977818	TOTAL BANK SOLUTIONS	
Serial Number:	88496700	TBS VERIFY	
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		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	09/01/2023		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT is made as of August 31, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (“Secured Party”) in favor of TOTAL DEPOSIT SOLUTIONS, LLC (f/k/a Total Financial Solutions, LLC), a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Guarantee and Collateral Agreement (each as defined below), as applicable.

WITNESSETH:

WHEREAS, reference is made to (i) the Credit Agreement dated as of October 27, 2021, by and among Grantor, the financial institutions from time to time party thereto as Lenders, and Secured Party (as amended pursuant to that certain Consent and First Amendment to Credit Agreement dated as of March 21, 2022, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (ii) the Guarantee and Collateral Agreement dated as of October 27, 2021, by and among Secured Party, Grantor and the other Loan Parties from time to time party thereto (as amended pursuant to that certain Joinder to Guarantee and Collateral Agreement dated as of December 31, 2021, and as further amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, in connection with the Credit Agreement and the Guarantee and Collateral Agreement, Grantor and Secured Party are parties to that certain Trademark Security Agreement dated as of June 1, 2022 (the “Security Agreement”) pursuant to which, to secure the payment and performance of the Obligations (as defined in the Credit Agreement), the Grantor granted to Secured Party, for its benefit and the benefit of the Lenders, and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest (the “Security Interest”) the Grantor’s entire right, title and interest in and to the Trademark Collateral (as defined in the Security Agreement), including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on June 1, 2022, at Reel 7788, Frame 0764; and

WHEREAS, Grantor has requested and Secured Party has agreed to release its Security Interest in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule 1 hereto, and reassign any and all rights of Secured Party in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party states as follows:

1. Secured Party hereby releases, terminates, cancels and discharges its Security Interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby re-assigns, re-grants and re-conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral, including the Trademarks set forth on Schedule I hereto.

3. Secured Party hereby terminates and cancels the Security Agreement.

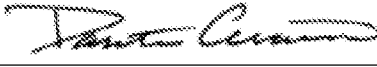
4. Secured Party hereby agrees, upon reasonable request and at the sole expense of Grantor, to duly execute, acknowledge, procure and deliver such further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. Secured Party authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement Release and Reassignment.

5. This Trademark Security Agreement Release and Reassignment is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Security Agreement Release and Reassignment to be executed as of the day and year first above written.

APOGEM CAPITAL LLC

By: 
Name: Dante Arciero
Title: Authorized Signatory

SCHEDULE 1

Trademark Registrations

Trademark	Application Number	Application Date	Registration Number	Registration Date
TBS BANK MONITOR	88496626	7/1/19	6122057	8/11/20
TBS BANK MONITOR	88496657	7/1/19	6122058	8/11/20
TBS VERIFY	88496688	7/1/19	6122059	7/1/19
TOTAL BANK SOLUTIONS	87573573	8/17/17	5593177	10/30/18
TBS TOTAL BANK SOLUTIONS	87573588	8/17/17	5593178	10/30/18
TOTAL BANK SOLUTIONS	87977818	8/17/17	5595861	10/30/18

Trademark Applications

Trademark	Application Number	Application Date
TBS VERIFY	88496700	7/1/19