

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM844135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Altus Receivables Management, Inc.		10/06/2023	Corporation: DELAWARE
Brown & Joseph, LLC		10/06/2023	Limited Liability Company: DELAWARE
Paragon Asset Recovery Services, LLC		10/06/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as agent		
<b>Street Address:</b>	430 Park Avenue		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6043059	A R M STRONG	
<b>Registration Number:</b>	4507851	ALTUS	
<b>Registration Number:</b>	5942862	ALTUS RECEIVABLES MANAGEMENT	
<b>Registration Number:</b>	5942863	ALTUS RECEIVABLES MANAGEMENT	
<b>Registration Number:</b>	4090194	BROWN & JOSEPH	
<b>Registration Number:</b>	4397816	SUBROIQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.318.6000		
<b>Email:</b>	JeffreyNegron@PaulHastings.com		
<b>Correspondent Name:</b>	Jeffrey Negron		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		

OP \$165.00 6043059

<b>Address Line 4:</b>	New York, NEW YORK 10166
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Negron
<b>SIGNATURE:</b>	/s/ Jeffrey M. Negron
<b>DATE SIGNED:</b>	10/06/2023
<b>Total Attachments: 5</b> source=Project Archer - TSA#page1.tif source=Project Archer - TSA#page2.tif source=Project Archer - TSA#page3.tif source=Project Archer - TSA#page4.tif source=Project Archer - TSA#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of CHURCHILL AGENCY SERVICES LLC, as Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Agent**”).

**WHEREAS**, each Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of October 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other grantors party thereto and the Agent pursuant to which each Grantor granted a security interest to the Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Property:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement and the security interest granted herein will terminate when the Security Agreement is terminated under Section 8.17 thereof. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, at such Grantor's expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Agent.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ALTUS RECEIVABLES MANAGEMENT, INC.,**  
as a Grantor

DocuSigned by:  
By: Steven Czirjak  
Name: Steve Czirjak  
Title: Chief Financial Officer

**BROWN & JOSEPH, LLC,**  
as a Grantor

DocuSigned by:  
By: Steven Czirjak  
Name: Steve Czirjak  
Title: Chief Financial Officer

**PARAGON ASSET RECOVERY SERVICES, LLC,**  
as a Grantor

DocuSigned by:  
By: Steven Czirjak  
Name: Steve Czirjak  
Title: Chief Financial Officer


**CHURCHILL AGENCY SERVICES LLC,**  
as Agent

By:   
Name: Chris Cox  
Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008220 FRAME: 0271**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
A R M STRONG 	87788800	07-Feb-2018	6043059	28-Apr-2020	Altus Receivables Management, Inc.
ALTUS	85914522	25-Apr-2013	4507851	01-Apr-2014	Altus Receivables Management, Inc.
ALTUS RECEIVABLES MANAGEMENT	88449560	28-May-2019	5942862	24-Dec-2019	Altus Receivables Management, Inc.
ALTUS RECEIVABLES MANAGEMENT 	88449562	28-May-2019	5942863	24-Dec-2019	Altus Receivables Management, Inc.
BROWN & JOSEPH  BROWN & JOSEPH	85311975	04-May-2011	4090194	24-Jan-2012	Brown & Joseph, LLC
SUBROIQ	85767656	31-Oct-2012	4397816	03-Sep-2013	Paragon Asset Recovery Services, LLC