

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851731

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Concora Credit Inc. | | 11/07/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association, as Collateral Agent | | |
| Street Address: | 50 South Sixth Street, Ste 1290 | | |
| Internal Address: | Attention: Loan Agency - Project Boxer (Sixth Street/Genesis) | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85806436 | MILESTONE | |
| Serial Number: | 85407188 | GENESIS | |
| Serial Number: | 85396875 | GENESIS CREDIT | |
| Serial Number: | 77978624 | INDIGO | |
| Serial Number: | 88846218 | INDIGO | |
| Serial Number: | 88455123 | DESTINY | |
| Serial Number: | 90222758 | DESTINY | |
| Serial Number: | 88846224 | MILESTONE | |
| Serial Number: | 90902072 | EARNIVA | |
| 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: | 3127018637 | | |
| Email: | ipdocket@mayerbrown.com | | |
| Correspondent Name: | William R. Siegel, Mayer Brown LLP | | |
| Address Line 1: | 71 S. Wacker Drive | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |

CH \$240.00 85806436

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 23742507 |
| NAME OF SUBMITTER: | William R. Siegel |
| SIGNATURE: | /william r siegel/ |
| DATE SIGNED: | 11/07/2023 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 7, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of November 7, 2023 by and among CLGF HOLDCO 2, LLC, a Delaware limited liability company (the “Borrower”), CLGF HOLDCO 1, LLC, a Delaware limited liability company (“Holdings”), the several financial institutions or other entities from time to time parties thereto (the “Lenders”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent for the Lenders and as collateral agent for the Secured Parties, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a First Lien Guarantee and Collateral Agreement dated as of November 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and 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”) 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 domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the federal registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively "Trademarks"); and

(b) all agreements, licenses and covenants pursuant to which such Grantor has been granted rights in any Trademark or has otherwise been granted or has granted a covenant not to sue for infringement or other violation of any Trademark.

Notwithstanding anything to the contrary in this Section 2, the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each of the parties hereto agrees on behalf of itself, and any Person acting or claiming by, under or through such party, that this Agreement or any related document, including without limitation any amendments or supplements to such documents, may be executed by electronic methods (whether by .pdf scan or utilization of an electronic signature platform or application).

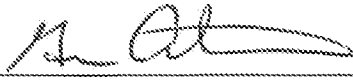
SECTION 6. The Collateral Agent

Notwithstanding anything contained herein to the contrary, this Agreement has been executed and delivered by Wilmington Trust, National Association, not in its individual capacity, but solely as Collateral Agent, and in no event shall it have any liability for the representations, warranties, covenants, agreements or other obligations of the Grantor or any other Person under this Agreement or any Loan Documents. Under no circumstance shall the Collateral Agent be personally liable for the payment of any indebtedness or expense of any Grantor or any other Party, or be liable for the breach or failure of any obligations, representations, warranties or covenants made or undertaken thereby.

[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.

**CONCORA CREDIT INC.,
as Grantor**

By: 
Name: Gregg Atkinson
Title: Chief Financial Officer

(Signature Page to First Lien Trademark Security Agreement)

**TRADEMARK
REEL: 008251 FRAME: 0761**

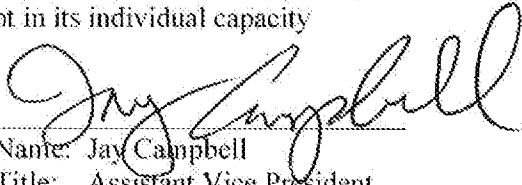
Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent
and not in its individual capacity

By: _____

Name: Jay Campbell

Title: Assistant Vice President

A handwritten signature in cursive script, appearing to read "Jay Campbell", is written over a horizontal line. The signature is fluid and somewhat stylized.

(Signature Page to First Lien Trademark Security Agreement)

TRADEMARK
REEL: 008251 FRAME: 0762

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Citation | Jx | Status | Application No. | Application Date | Registration No. | Registration Date | Current Owner |
|----------------|----|------------|-----------------|------------------|------------------|-------------------|--|
| MILESTONE | US | Registered | 85806436 | 19-DEC-2012 | 4387417 | 20-AUG-2013 | Concora Credit Inc. successor in interest to Genesis Financial Solutions, Inc. |
| GENESIS | US | Registered | 85407188 | 25-AUG-2011 | 4235072 | 30-OCT-2012 | Concora Credit Inc. successor in interest to Genesis Financial Solutions, Inc. |
| GENESIS CREDIT | US | Registered | 85396875 | 12-AUG-2011 | 4265343 | 25-DEC-2012 | Concora Credit Inc. successor in interest to Genesis Financial Solutions, Inc. |
| INDIGO | US | Registered | 77978624 | 02-JAN-2008 | 3779456 | 20-APR-2010 | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |
| INDIGO | US | Pending | 88846218 | 18-NOV-2022 | | | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |
| DESTINY | US | Registered | 88455123 | 31-MAY-2019 | 6309695 | 30-MAR-2021 | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |
| DESTINY | US | Registered | 90222758 | 29-SEP-2020 | 6394460 | 22-JUNE-2021 | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |
| MILESTONE | US | Registered | 88846224 | 24-MAR-2020 | 6168920 | 6-OCT-2020 | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |
| EARNIVA | US | Registered | 90902072 | 25-AUG-2021 | 7044269 | 2-MAY-2023 | Concora Credit Inc. successor in interest to Genesis FS Card Services, Inc. |