

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM851735

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concora Credit Inc.		11/07/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent
<b>Street Address:</b>	50 South Sixth Street, Ste 1290
<b>Internal Address:</b>	Attention: Loan Agency - Project Boxer (Sixth Street/Genesis)
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	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:

*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.*

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

<b>ATTORNEY DOCKET NUMBER:</b>	23742507
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	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 Second 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 Second 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**

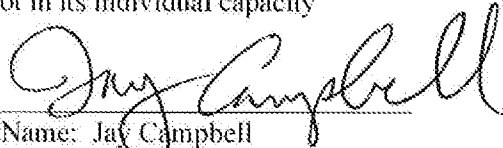
By:   
Name: Gregg Atkinson  
Title: Chief Financial Officer

*(Signature Page to Second Lien Trademark Security Agreement)*

**TRADEMARK  
REEL: 008251 FRAME: 0782**

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

*(Signature Page to Second Lien Trademark Security Agreement)*

**TRADEMARK**  
**REEL: 008251 FRAME: 0783**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Citation</b>	<b>Jx</b>	<b>Status</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Current Owner</b>
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.