

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865767

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900822820

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franklin Capital Holdings, LLC		12/20/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	1114 Avenue of Americas
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2982522	FRANKLIN CAPITAL
Registration Number:	4314327	FRANKLIN ADVANTAGE PROGRAM
Registration Number:	5136492	FRANKLIN CAPITAL NETWORK
Serial Number:	97855745	FRANKLIN STRETCH FINANCE
Serial Number:	97855756	GATEWAY STRETCH FINANCE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Jade.Tanks@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Brendan E. Ahern
SIGNATURE:	/Brendan E. Ahern/

DATE SIGNED:	01/04/2024
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of December 20, 2023, is made by FRANKLIN CAPITAL HOLDINGS LLC, a Delaware limited liability company ("Grantor" or "Holdings"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the "Bank"), located at 1114 Avenue of the Americas, 8th Floor, New York, New York 10036.

WHEREAS, Holdings, FCFS, Inc., an Illinois corporation ("FCFS"), Gateway Trade Funding Co 2 LLC, a Delaware limited liability company ("Gateway 2"), FCFS 2, Inc., an Illinois corporation ("FCFS 2"); each of Holdings, FCFS, Gateway 2 and FCFS 2, individually a "Borrower", and collectively, "Borrowers") and FRANKLIN CAPITAL CORPORATION, an Illinois corporation, are entering into that certain Loan and Security Agreement, dated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Bank; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Bank a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Bank as follows:

1. Defined Terms.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following of any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following : (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security. Grantor hereby pledges and grants to the Bank, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses, Trademarks (excluding United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications) and Trademark Licenses, Copyrights and Copyright Licenses, in each case, to which it is a party including those referred to on Schedule I hereto;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor authorizes each applicable government official to record and register this Agreement upon request by the Bank.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. POWER OF ATTORNEY. Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Bank, or its delegate, as the attorney-in-fact of Grantor with full authority (but not the duty) in the place and stead of Grantor, and in the name of Grantor or otherwise, from time to time, following the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor hereunder or necessary for Bank to enforce or use the Intellectual Property Collateral or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Intellectual Property Collateral to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER SET FORTH IN SECTIONS 11.5, 11.6, AND 11.10 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FRANKLIN CAPITAL HOLDINGS LLC

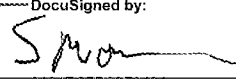
By: 

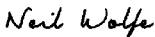
Name: Gary R. Edidin

Title: Manager

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

DocuSigned by:

By: _____
Name: Steven Moran
Title: FVP

DocuSigned by:

By: _____
Name: Neil Wolfe
Title: Senior Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None		

PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None		

PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

TRADEMARKS

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Franklin Capital	2982522	Aug 9, 2005
Franklin Advantage Program	4314327	April 2, 2013
Franklin Capital Network	5136492	Feb 7, 2017

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Franklin Stretch Finance	97855745	March 24, 2023
Gateway Stretch Finance	97855756	March 24, 2023

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

COPYRIGHTS

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		