

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINC Systems, LLC		01/19/2024	Limited Liability Company: GEORGIA
Accounting Integrators, LLC		01/19/2024	Limited Liability Company: GEORGIA
HOAst, LLC		01/19/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as collateral agent		
Street Address:	7255 Woodmont Ave., Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6963963	PAYGAMI	
Registration Number:	4721603	HOAST HOME OWNER ASSISANT	
Registration Number:	4721604	MYHOAST	
Serial Number:	97198703	CINC SYSTEMS	
Serial Number:	98349617	TRESRE	
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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1575426-0022-S216		

CH \$140.00 6963963

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	01/19/2024
Total Attachments: 5 source=CINC - Trademark Security Agreement (Executed)#page1.tif source=CINC - Trademark Security Agreement (Executed)#page2.tif source=CINC - Trademark Security Agreement (Executed)#page3.tif source=CINC - Trademark Security Agreement (Executed)#page4.tif source=CINC - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2024 (this “Agreement”), between CINC Systems, LLC, a Georgia limited liability company, Accounting Integrators, LLC, a Georgia limited liability company, and HOAsT, LLC, a Delaware limited liability company (the “Grantors”), and MIDCAP FINANCIAL TRUST (“MidCap”) as collateral agent for the Secured Parties (in such capacity, and together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of January 19, 2024 (as amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among COMMUNITY MERGER SUB DEBT LLC, a Delaware limited liability company (the “Initial Borrower” and at any time prior to the Closing Date Merger, the “Borrower”), 1475 HOLDINGS, LLC, a Delaware limited liability company (the “Target” and upon and at any time following the Closing Date Merger, the “Borrower”), 1475 COMPANY, LLC, a Delaware limited liability company (“Holdings”), the other GUARANTORS from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and MidCap, as Administrative Agent and as Collateral Agent, and (b) the Collateral Agreement, dated as of January 19, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the INITIAL BORROWER, the TARGET, HOLDINGS, the other GRANTORS from time to time party thereto and the COLLATERAL AGENT. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, and all Intellectual Property Ancillary Rights thereto (the “Trademark Collateral”); provided, that notwithstanding the foregoing or anything to the contrary set forth in Schedule I attached hereto, the Security Interest shall not attach to, and the “Trademark Collateral” shall not include, any Excluded Property. This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing and acceptance of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more

fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Date of Full Satisfaction, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (or its designee) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, and, at the Grantor's expense, all other documents that the Grantor shall reasonably request to evidence such termination or release so long as the Grantor shall have provided the Collateral Agent such certifications or documents as the Collateral Agent shall reasonably request in accordance with Section 5.13 of the Collateral Agreement.

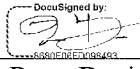
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution", "execute", "signed", "signature", and words of like import in or related to this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

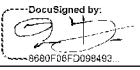
CINC SYSTEMS, LLC,
a Georgia limited liability company,
as Grantor

By: 
Name: Ryan Davis
Title: President

ACCOUNTING INTEGRATORS, LLC,
a Georgia limited liability company,
as Grantor

By: 
Name: Ryan Davis
Title: President

HOAST, LLC,
a Delaware limited liability company,
as Grantor

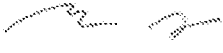
By: 
Name: Ryan Davis
Title: President

[Signature Page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager


By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
CINC SYSTEMS	United States	97198703	12/31/2021	--	--	Pending	CINC Systems, LLC
TRESRE	United States	98349617	1/9/2024	--	--	Pending	CINC Systems, LLC
PAYGAMI	United States	97198700	12/31/2021	6963963	1/24/2023	Registered	Accounting Integrators, LLC
HOAST HOME OWNER ASSISANT and Design  HOAST <small>Home Owner Assistant</small>	United States	86296340	5/30/2014	4721603	4/14/2015	Registered	HOast, LLC
MYHOAST	United States	86296351	5/30/2014	4721604	4/14/2015	Registered	HOast, LLC