

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI95584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
truCurrent LLC		03/11/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Lafayette Square Loan Servicing, LLC		
Street Address:	175 SW 7th St., Unit 1911		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33130		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97869690	TRUCURRENT	
Serial Number:	97869616	TRUCURRENCY	
Serial Number:	97869606	TRUTILITY	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	5852631065		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen Mollnow Walsh		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	101846-000002		
NAME OF SUBMITTER:	Kristen Walsh		
SIGNATURE:	Kristen Walsh		
DATE SIGNED:	03/14/2024		
Total Attachments: 4			
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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of March 11, 2024 by and from truCurrent LLC, a Delaware limited liability company (“Grantor”) to and in favor of LAFAYETTE SQUARE LOAN SERVICING, LLC, as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, “Grantee”).

WHEREAS, Grantor, the Lenders and Grantee have entered into a Term Loan and Security Agreement dated February 12, 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Grantor owns the trademarks and/or trademark applications listed on Exhibit A attached hereto, which trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Credit Agreement to Grantee for the benefit of the Lenders. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

(a) “Trademarks” means all of Grantor’s right, title, and interest in and to the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations and termination of all commitments of the Lenders thereunder. Upon the payment in full of all Obligations and termination of all obligations of Agent and the Lenders to make Advances under the Credit Agreement, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Agent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Credit Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a continuing security interest in (1) all of Grantor's right, title and interest in and to the Trademarks that are Collateral, as defined in the Credit Agreement, now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

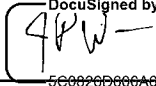
4) Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, this Agreement shall automatically apply thereto. Without limiting any of Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Exhibit A to include any such new Trademarks of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Exhibit A hereto.

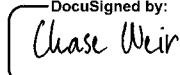
5) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

GRANTOR:

TRUCURRENT LLC

DocuSigned by:

By: _____
Name: Jeff Weiss
Title: Executive Chairman

DocuSigned by:

By: _____
Name: Chase Weir
Title: Chief Executive Officer

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IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
TRUCURRENT	97/869690	04/03/23	truCurrent LLC
TRUCURRENCY	97/869616	04/03/23	truCurrent LLC
TRUTILITY	97/869606	04/03/23	truCurrent LLC