

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORA FINANCIAL LLC		05/05/2016	Limited Liability Company: NEW YORK
FORA FINANCIAL ADVANCE LLC		05/05/2016	Limited Liability Company: NEW YORK
FORA FINANCIAL BUSINESS LOANS LLC		05/05/2016	Limited Liability Company: DELAWARE
FORA FINANCIAL WEST, LLC		05/05/2016	Limited Liability Company: CALIFORNIA
TRANSACTION REPORTING SYSTEM, LLC		05/05/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALOSTAR BANK OF COMMERCE		
Street Address:	3630 Peachtree Road, N.E., Suite 1050		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4610738	FORA FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F163025		

OP \$40.00 4610738

NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	05/11/2016
Total Attachments: 8 source=Trademark and Security Agreement#page3.tif source=Trademark and Security Agreement#page4.tif source=Trademark and Security Agreement#page5.tif source=Trademark and Security Agreement#page6.tif source=Trademark and Security Agreement#page7.tif source=Trademark and Security Agreement#page8.tif source=Trademark and Security Agreement#page9.tif source=Trademark and Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of May 5, 2016, is made by and between FORA FINANCIAL LLC, a New York limited liability Borrowers ("FF" or "Financial"), FORA FINANCIAL ADVANCE LLC, a New York limited liability Borrowers ("FFA"), FORA FINANCIAL BUSINESS LOANS LLC, a Delaware limited liability Borrowers ("FFBL"), FORA FINANCIAL WEST, LLC, a California limited liability Borrowers ("FFW"), and TRANSACTION REPORTING SYSTEM, LLC, a Delaware limited liability Borrowers ("TRS" and, together with FF, FFA, FFBL, FFW, and any other Person that may hereafter be joined as a borrower, individually each a "Borrower", and collectively the "Borrowers"), and ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama, as agent for the Lenders (in such capacity, "Agent") and as a Lender, having a business location at 3630 Peachtree Road, N.E., Suite 1050, Atlanta, Georgia 30326.

Recitals:

WHEREAS, Borrowers, Agent and Lenders are parties to a Loan and Security Agreement (together with all schedules, exhibits and supplements thereto, and all amendments, restatements and modifications thereof, the "Loan Agreement") dated of even date herewith, setting forth the terms on which Agent and Lenders may now or hereafter extend credit to or for the account of Borrowers.

WHEREAS, as a condition to extending credit to or for the account of Borrowers, Agent and Lenders have required the execution and delivery of this Agreement by Borrowers.

Statement of Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Loan Agreement, the other Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrowers' right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Borrowers hereby irrevocably pledge and assign to, and grant to Agent for the benefit of itself and the Lenders a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in all of the personal property of Borrowers. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no

assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Each Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Each Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of each Borrower.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Borrowers as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrowers' or any Affiliate's business(es). If after the date hereof, Borrowers own or control any Trademarks not listed on Exhibit A (other than common law marks which are not material to Borrowers' or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrowers shall promptly provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrowers, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Borrowers shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to a Borrower; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Borrowers have absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Borrowers (i) will have, at the time Borrowers acquire any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens, except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens, except Permitted Liens.

(e) **No Sale.** Except as permitted in the Loan Agreement, Borrowers will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Agent's prior written consent.

(f) **Defense.** Borrowers will at their own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons, other than those holding Permitted Liens.

(g) **Maintenance.** Borrowers will at their own expense maintain the Trademarks to the extent reasonably advisable in its business(es) including, but not limited to, filing all applications to obtain letters, trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters, trademark registrations and applications therefor. Borrowers covenant that they will not abandon nor fail to pay any

maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent and Lenders' Right to Take Action.** If Borrowers fail to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Borrowers written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrowers notify Agent that it intends to abandon a Trademark, Agent and/or Lenders may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrowers (or, at Agent's/Lenders' option, in Agent's/Lenders' own name) and may (but need not) take any and all other actions which Agent or Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrowers shall pay Agent, for its own benefit and the benefit of the Lenders, on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent and/or Lenders in connection with or as a result of Agent's/Lenders' taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent/Lender at the Default Rate.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under Section 6, Borrowers hereby irrevocably appoint (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Borrowers with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrowers, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrowers under this Section 3, or, necessary for Agent, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrowers' Use of the Trademarks. Borrowers shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrowers shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrowers shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrowers under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights Borrowers may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent and Lenders and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Agent, for the benefit of Lenders, and Borrowers waive notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrowers shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

EACH PARTY HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER THE STATE OF NEW YORK, COUNTY OF NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY

IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN THE LOAN AGREEMENT. Nothing herein shall limit the right of Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

To the fullest extent permitted by Applicable Law, each Obligor waives (a) the right to trial by jury (which Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which a Borrower may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Agent, Issuing Bank or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any enforcement action or exercise of rights or remedies, of any kind, the Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Obligor acknowledges that the foregoing waivers are a material inducement to Agent, Issuing Bank and Lenders entering into this Agreement and that they are relying upon the foregoing in their dealings with Borrowers. Obligor has reviewed the foregoing waivers with their legal counsel and have knowingly and voluntarily waived their jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

*[Remainder of Page Intentionally Left Blank]
[Signature Page To Follow]*

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTORS:

FORA FINANCIAL LLC,
A "Borrower"

By: _____

Name: Jared D. Feldman
Title: Manager

FORA FINANCIAL ADVANCE LLC,
A "Borrower"

By: _____

Name: Jared D. Feldman
Title: Manager

FORA FINANCIAL BUSINESS LOANS LLC,
A "Borrower"

By: _____

Name: Jared D. Feldman
Title: Manager

FORA FINANCIAL WEST, LLC,
A "Borrower"

By: _____

Name: Jared D. Feldman
Title: Chief Executive Officer

TRANSACTION REPORTING SYSTEM, LLC,
A "Borrower"

By: _____

Name: Jared D. Feldman
Title: Manager

AGENT/SECURED PARTY:

ALOSTAR BANK OF COMMERCE

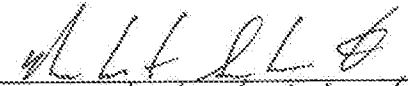
By: 
Name: Herbert Schmidt
Title: Director

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FORA FINANCIAL	4,610,738	September 23, 2014

APPLICATIONS

None.

1948124.1