

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRIENDLY FINANCE CORPORATION		09/18/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Agent		
Street Address:	115 South LaSalle Street		
Internal Address:	19W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3555143	TURNING PROBLEMS INTO SOLUTIONS	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joann BL Arnold/		
DATE SIGNED:	09/18/2019		
Total Attachments: 4			
source=bmo friendly finance trademark security agreement executed 2019#page1.tif			
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CH \$40.00 3555143

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of September 18, 2019, by FRIENDLY FINANCE CORPORATION, a Maryland corporation (“Grantor”), in favor of BMO HARRIS BANK N.A., in its capacity as Agent for itself and the other Lenders (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated September 18, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Loan Agreement”; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement) by and among the Grantor, the Grantee and the Lenders party thereto from time to time; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the itself and the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the itself and the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FRIENDLY FINANCE CORPORATION, a
Maryland corporation, as the Grantor

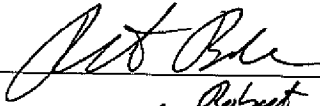
By: 
Name: WILLIAM PITTLER
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006748 FRAME: 0049

Acknowledge and agreed:

BMO HARRIS BANK N.A., as the Grantee

By: 
Name: Robert Bandy
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Grantor	Status	Application Number	Application Date	Registration Number	Registration Date
Turning Problems into Solutions	Friendly Finance Corporation	Registered	77427174	3/20/2008	3555143	12/30/2008