

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Katabat, LLC		03/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5434791	KATABAT	
Registration Number:	6170777	EASYCOLLECT	
Registration Number:	6186201	EASYCOLLECT	
Registration Number:	4552847	CREDAGILITY	
Registration Number:	4108276	CMC	
Serial Number:	90332289	FLEXCOLLECT	
Serial Number:	88565505	EASYCOLLECT	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		

CH \$190.00 5434791

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/06/2021
Total Attachments: 7 source=Comerica-Katabat, LLC- IPSA (03-21)#page1.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page2.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page3.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page4.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page5.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page6.tif source=Comerica-Katabat, LLC- IPSA (03-21)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is entered into as of March 31, 2021, by and between COMERICA BANK (the "**Lender**") and KATABAT, LLC, a Delaware limited liability company (formerly known as Collections Marketing Center, Inc.) ("**Grantor**").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor and the Lender (as the same may be amended, modified, supplemented or restated from time to time, the "**Credit Agreement**").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor and the Lender (as the same may be amended, modified, supplemented or restated from time to time, the "**Security Agreement**"), Grantor has granted to the Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

C. The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lender a security interest in its Copyrights, Trademarks and Patents (as such terms are defined in the Security Agreement) to secure the Indebtedness, obligations and liabilities of Grantor under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Indebtedness, obligations and liabilities under the Credit Agreement, the Security Agreement, the other Loan Documents and all other agreements now existing or hereafter arising between Grantor and the Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Capitalized terms used herein are used as defined in the Credit Agreement or the Security Agreement, as applicable.

To secure prompt payment and performance, in full when due of the Indebtedness (whether stated at maturity, by acceleration or otherwise) of each Credit Party, Grantor grants and pledges to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), other than Excluded Assets (as defined in the Security Agreement), and including without limitation, (i) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), (ii) the right to sue for past, present and future infringements, (iii) all rights corresponding thereto throughout the world and (iv) all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Lender under the Security Agreement and the other Loan Documents. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Credit Agreement, the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor authorizes and agrees that the Lender may record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on Exhibits A, B and/or C attached hereto and made a part hereof as of the date hereof and Grantor shall give the Agent prompt written notice thereof. Grantor hereby authorizes the Lender to modify this Agreement by amending Exhibits A, B and/or C to include any future Intellectual Property Collateral and, at the Lender's request, Grantor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement, provided that any such modification to Exhibits A, B and/or C shall be effective without the signature of Grantor. Grantor hereby acknowledges that the Lender may refile or re-record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, together with any such modification to Exhibits A, B and/or C.

This Agreement may be executed in several counterparts, and each executed copy shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument. A photocopy, facsimile, .pdf or scanned copy of an executed counterpart of this Agreement or any other Loan Document shall be sufficient to bind the party whose signature appears thereon. Grantor covenants and agrees that it shall provide an executed original copy of this Agreement to the Lender upon its request.

[Remainder of Page Left Blank. Signature Page Follows]

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

GRANTOR:

Address of Grantor:

1000 N. West Street, Suite 820
Wilmington, DE 19801
Attn: Chief Financial Officer

KATABAT, LLC, a Delaware limited liability company
(formerly known as Collections Marketing Center, Inc.)

By:

Raymond Peloso

Name:

Raymond Peloso

Title:

Chief Executive Officer

BANK:

Address of the Lender:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007245 FRAME: 0081

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

GRANTOR:

Address of Grantor:

1000 N. West Street, Suite 820
Wilmington, DE 19801
Attn: Chief Financial Officer

KATABAT, LLC, a Delaware limited liability company
(formerly known as Collections Marketing Center, Inc.)

By: _____

Name: _____

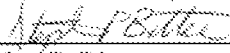
Title: _____

BANK:

Address of the Lender:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Name: Stephen P. Bitter
Senior Vice President

Title: _____

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for debt presentment and resolution	9,659,326	May 23, 2017
Method and system for providing a multi channel virtual collections center	8,660,941	February 25, 2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
FLEXCOLLECT	90332289	November 20, 2020
KATABAT	5434791	March 27, 2018
EASYCOLLECT	6170777	October 6, 2020
EASYCOLLECT	88565505	August 2, 2019
EASYCOLLECT	6186201	October 27, 2020
CREDAGILITY	4552847	June 17, 2014
CMC	4108276	March 6, 2012