

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648741

| | | | |
|---|---|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MILLENNIUM CAPITAL AND RECOVERY CORPORATION | | 05/21/2021 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | COMVEST CREDIT PARTNERS V, L.P., as Agent | | |
| Street Address: | 525 Okeechobee Boulevard, Suite 1050 | | |
| City: | West Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33401 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4719121 | COMPLIANCEFIRST SOLUTIONS | |
| Registration Number: | 4710759 | COMPLIANCEFIRST | |
| Registration Number: | 3961252 | RECONNECTFIRST | |
| Registration Number: | 3961254 | RECONNECTFIRST | |
| Registration Number: | 3886377 | MCRC MILLENNIUM CAPITAL AND RECOVERY COR | |
| Registration Number: | 3882893 | MILLENNIUM CAPITAL AND RECOVERY CORPORAT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <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: | 3128637198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy J. Brougher, Paralegal | | |
| Address Line 1: | c/o Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe, Suite 3300 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6913.078 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| SIGNATURE: | /njb/ | | |

OP \$165.00 4719121

| | |
|---------------------|------------|
| DATE SIGNED: | 05/21/2021 |
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 21, 2021, by MILLENNIUM CAPITAL AND RECOVERY CORPORATION, an Ohio corporation ("Grantor"), in favor of COMVEST CREDIT PARTNERS V, L.P., a Delaware limited partnership, ("Agent") as the Agent for all Lenders (as defined in the Credit Agreement, as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of September 27, 2019, by and among TRAK Purchaser, a Delaware corporation ("Administrative Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time a party thereto and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and Agent have severally agreed to make various loans and extensions of credit to the Grantor pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantor and Agent, among others, have entered into an Omnibus Joinder to Continuing Guaranty, Collateral Agreement and Intercompany Subordination Agreement of even date herewith (the "Joinder"), pursuant to which, together with that certain Collateral Agreement, dated as of September 27, 2019 (as modified by the Joinder and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Loan Parties party thereto and Agent, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Persons, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, pledges and collaterally assigns to the Agent, for the

benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby 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 control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may, upon notice to Grantor, modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO**

**CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF
THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]

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

MILLENNIUM CAPITAL AND RECOVERY
CORPORATION, an Ohio corporation

By: 
Name: Gregory Hain
Title: Executive Vice President

ACCEPTED AND ACKNOWLEDGED BY:

COMVEST CREDIT PARTNERS V, L.P., as Agent

By: Comvest Credit V GP, L.P., its General
Partner

By: Comvest Credit V UGP, LLC, its General
Partner

By: _____
Name: Jason Gelberd
Title: Partner

SCHEDULE A

Trademarks

| MARK | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION |
|--|---------------------|-------------|---|
| COMPLIANCEFIRST SOLUTIONS | 4719121 | 04/14/15 | Millennium Capital and Recovery Corporation |
| COMPLIANCEFIRST | 4710759 | 03/31/15 | Millennium Capital and Recovery Corporation |
| RECONNECTFIRST | 3961252 | 05/17/11 | Millennium Capital and Recovery Corporation |
| RECONNECTFIRST | 3961254 | 05/17/11 | Millennium Capital and Recovery Corporation |
| MCRC MILLENNIUM CAPITAL AND RECOVERY CORPORATION | 3886377 | 12/07/10 | Millennium Capital and Recovery Corporation |
| MILLENNIUM CAPITAL AND RECOVERY CORPORATION | 3882893 | 11/30/10 | Millennium Capital and Recovery Corporation |