

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749997

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900697881

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Total Financial Solutions, LLC		06/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Apogem Capital LLC, as Agent
Street Address:	227 West Monroe Street
Internal Address:	Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	88496626	TBS BANK MONITOR
Serial Number:	88496657	TBS BANK MONITOR
Serial Number:	88496688	TBS VERIFY
Serial Number:	87573573	TOTAL BANK SOLUTIONS
Serial Number:	87573588	TBS TOTAL BANK SOLUTIONS
Serial Number:	87977818	TOTAL BANK SOLUTIONS
Serial Number:	88496700	TBS VERIFY

CORRESPONDENCE DATA

Fax Number: 3125774688

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.

Phone: 312-577-8416

Email: carole.dobbins@katten.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
---------------------------	----------------

SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	08/19/2022
Total Attachments: 6 source=09. Trademark Security Agreement#page1.tif source=09. Trademark Security Agreement#page2.tif source=09. Trademark Security Agreement#page3.tif source=09. Trademark Security Agreement#page4.tif source=09. Trademark Security Agreement#page5.tif source=09. Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

June 1, 2022

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of the date first written above, by Total Financial Solutions, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as October 27, 2021, by and among Grantor, Grantee and the Lenders party thereto (as amended pursuant to that certain Consent and First Amendment to Credit Agreement dated as of March 21, 2022, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 27, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as amended pursuant to that certain Joinder to Guarantee and Collateral Agreement dated as of December 31, 2021, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement.

The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed 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, each such Trademark; and

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TOTAL FINANCIAL SOLUTIONS, LLC

By: 

Name: Danny Kang

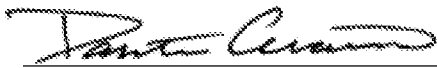
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 007788 FRAME: 0768

Agreed and accepted as of the date first written above:

APOGEM CAPITAL LLC, as Agent

By: 
Name: Dante Arciero
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
TBS BANK MONITOR	88496626	7/1/19	6122057	8/11/20
TBS BANK MONITOR	88496657	7/1/19	6122058	8/11/20
TBS VERIFY	88496688	7/1/19	6122059	7/1/19
TOTAL BANK SOLUTIONS	87573573	8/17/17	5593177	10/30/18
TBS TOTAL BANK SOLUTIONS	87573588	8/17/17	5593178	10/30/18
TOTAL BANK SOLUTIONS	87977818	8/17/17	5595861	10/30/18

Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
TBS VERIFY	88496700	7/1/19	N/A	N/A