

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freedom Financial Network, LLC		09/21/2022	Limited Liability Company: DELAWARE
Bills.com, LLC		09/21/2022	Limited Liability Company: DELAWARE
Freedom Financial Asset Management, LLC		09/21/2022	Limited Liability Company: DELAWARE
Freedom Debt Relief, LLC		09/21/2022	Limited Liability Company: DELAWARE
Lendage, LLC		09/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4084230	FREEDOM FINANCIAL NETWORK	
Registration Number:	4146187	DEBT COACH	
Registration Number:	2568868	BILLS.COM	
Registration Number:	3607841	BILLS.COM	
Registration Number:	5309051	BILLS.COM	
Registration Number:	4146188	CONSOLIDATION PLUS	
Registration Number:	4719034	FREEDOMPLUS	
Registration Number:	4242020	FREEDOM PLUS	
Registration Number:	3789226	FREEDOM DEBT RELIEF	
Registration Number:	4574806	LENDAGE	
CORRESPONDENCE DATA			

CH \$265.00 4084230

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	35619-51
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NAME OF SUBMITTER:	Juliana Gaines
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SIGNATURE:	/Juliana Gaines/
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DATE SIGNED:	09/21/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, AND TRADEMARK LICENSES)

WHEREAS, Freedom Financial Network, LLC, a Delaware limited liability company, Bills.com, LLC, a Delaware limited liability company, Freedom Financial Asset Management, LLC, a Delaware limited liability company, Freedom Debt Relief, LLC, a Delaware limited liability company, and Lendage, LLC, a Delaware limited liability company (herein, each, called “Grantor” and, collectively, “Grantors”) each own certain Trademark Collateral (as defined below); and

WHEREAS, Pantheon Partners LLC, a Delaware limited liability company (“Parent”), Freedom Financial Network Funding, LLC, a Delaware limited liability company (the “Borrower”), Jefferies Finance LLC, as administrative agent (in such capacity, the “Administrative Agent” or “Grantee”), and the Lenders party thereto have entered into a Credit Agreement dated as of September 21, 2022 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the “Credit Agreement”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 21, 2022 made by Grantors and certain affiliates of Grantors (as from time to time amended, supplemented, restated or otherwise modified, the “Security Agreement”), each Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of such Grantor, including a continuing security interest in all right, title and interest of such Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. Each Grantor hereby grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of such Grantor’s right, title and interest in and to all of the following property (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 acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark (as defined in the Security Agreement) including those set forth on Schedule 1 hereto in which any Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including all proceeds of and revenues from any claim by a Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any such Trademark, or for injury to the goodwill associated with any of the foregoing,

provided, notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 2. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATED TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, ANY LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, THE RELATIONSHIP OF THE PARTIES HERETO AND THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3. Submission to Jurisdiction; Waiver of Venue; Service of Process;

(a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States sitting in Borough of Manhattan in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to the Trademark Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Agreement or any other Loan Document shall affect any right that the Administrative Agent, or any other Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each Grantor hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor consents to the service of process in the manner provided for notices in Section 5.1 of the Security Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by law.

Section 4. Waiver of Jury Trial. EACH GRANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

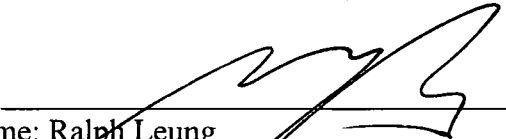
Section 5. Recordation. Each Grantor hereby authorizes and requests that the United States Patent & Trademark Office record this Agreement. Each Grantor agrees to cooperate as reasonably requested by the Administrative Agent, with respect to the execution of any documents, or other actions, reasonably required in order to effectuate the intent of this Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract and shall become effective. Delivery of an executed signature page to this Trademark Security Agreement by email or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Trademark Security Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Trademark Security Agreement using an electronic signature, it is signing, adopting and accepting this Trademark Security Agreement and that signing this Trademark Security Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Trademark Security Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Trademark Security Agreement in a usable format.

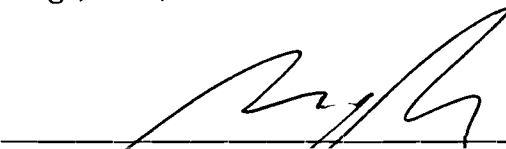
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September 2022.

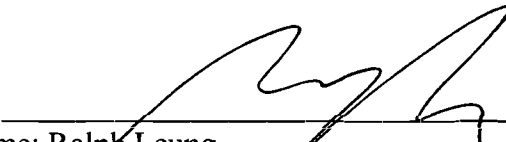
Freedom Financial Network, LLC, as Grantor

By: 
Name: Ralph Leung
Title: Chief Financial Officer

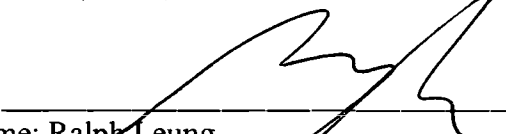
Lendage, LLC, as Grantor

By: 
Name: Ralph Leung
Title: Chief Financial Officer

Freedom Debt Relief, LLC, as Grantor

By: 
Name: Ralph Leung
Title: Chief Financial Officer

Bills.com, LLC, as Grantor

By: 
Name: Ralph Leung
Title: Chief Financial Officer

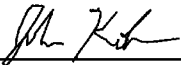
Freedom Financial Asset Management, LLC, as Grantor

By: 
Name: Ralph Leung
Title: Chief Financial Officer

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September 2022.

Acknowledged:

Jefferies Finance LLC, as Administrative Agent

By: 

Name: John Koehler

Title: Managing Director

[Signature Page to the U.S. Trademark Security Agreement]

TRADEMARK
REEL: 007853 FRAME: 0844

Schedule 1

Trademarks

Owner	Name	File ID	Expiration Date	Jurisdiction	Status
Freedom Financial Network, LLC	FREEDOM FINANCIAL NETWORK	4084230	1/10/2032	USA	Registered
Bills.com, LLC	DEBT COACH	4146187	11/22/2022	USA	Registered
Bills.com, LLC	BILLS.COM	2568868	5/14/2032	USA	Registered
Bills.com, LLC	BILLS.COM	3607841	4/14/2029	USA	Registered
Bills.com, LLC	BILLS.COM	5309051	10/17/2023	USA	Registered
Freedom Financial Asset Management, LLC	CONSOLIDATION PLUS	4146188	5/22/2032	USA	Registered
Freedom Financial Asset Management, LLC	Freedomplus	4719034	4/14/2025	USA	Registered
Freedom Financial Asset Management, LLC	FREEDOM PLUS	4242020	11/13/2022	USA	Registered
Freedom Debt Relief, LLC	FREEDOM DEBT RELIEF	3789226	5/18/2030	USA	Registered
Lendage, LLC	LENDAGE	4574806	7/29/2024	USA	Registered