

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Deposit Solutions, LLC		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6122059	TBS VERIFY	
Registration Number:	6122058	TBS BANK MONITOR	
Registration Number:	6122057	TBS BANK MONITOR	
Registration Number:	5595861	TOTAL BANK SOLUTIONS	
Registration Number:	5593178	TBS TOTAL BANK SOLUTIONS	
Registration Number:	5593177	TOTAL BANK SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0727		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		

CH \$165.00 6122059

DATE SIGNED:	08/31/2023
---------------------	------------

Total Attachments: 5

source=Project Empire - Trademark Security Agreement [Executed]#page1.tif

source=Project Empire - Trademark Security Agreement [Executed]#page2.tif

source=Project Empire - Trademark Security Agreement [Executed]#page3.tif

source=Project Empire - Trademark Security Agreement [Executed]#page4.tif

source=Project Empire - Trademark Security Agreement [Executed]#page5.tif

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2023 (this “Agreement”), among Reich & Tang Deposit Networks, LLC, a Delaware limited liability company, and Total Deposit Solutions, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”) and Antares Capital LP, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of August 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among R&T INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), R&T ACQUISITIONS, LLC, a Delaware limited liability company (the “Borrower”), the Lenders and the Issuing Banks from time to time party thereto and ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of August 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in

the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

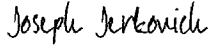
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

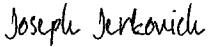
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REICH & TANG DEPOSIT NETWORKS, LLC, as a Grantor

By: DocuSigned by:

1C00093238C645B...
Name: Joseph Jerkovich
Title: President and Chief Executive Officer

TOTAL DEPOSIT SOLUTIONS, LLC, as a Grantor




By: DocuSigned by:

1C00093238C645B...
Name: Joseph Jerkovich
Title: President and Chief Executive Officer

ANTARES CAPITAL LP, as Collateral Agent

By: Michael Vitale
Name: Michael Vitale
Title: Duly Authorized Signatory

Schedule I

TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
DEPOSITVIEW	90182226	15-SEP-2020	6600208	28-DEC-2021	Reich & Tang Deposit Networks, LLC
DDM (and Design) 	90044766	09-JUL-2020	6503582	28-SEP-2021	Reich & Tang Deposit Networks, LLC
RTID	88707729	26-NOV-2019	6064298	26-MAY-2020	Reich & Tang Deposit Networks, LLC
R&T	88707739	26-NOV-2019	6162174	29-SEP-2020	Reich & Tang Deposit Networks, LLC
REICH & TANG	88662402	21-OCT-2019	6162042	29-SEP-2020	Reich & Tang Deposit Networks, LLC
DDM	88533345	24-JUL-2019	6275047	23-FEB-2021	Reich & Tang Deposit Networks, LLC
DEMAND DEPOSIT MARKETPLACE	88533349	24-JUL-2019	6275048	23-FEB-2021	Reich & Tang Deposit Networks, LLC
TBS VERIFY	88496688	01-JUL-2019	6122059	11-AUG-2020	Total Deposit Solutions, LLC
TBS BANK MONITOR (and Design) 	88496657	01-JUL-2019	6122058	11-AUG-2020	Total Deposit Solutions, LLC
TBS BANK MONITOR	88496626	01-JUL-2019	6122057	11-AUG-2020	Total Deposit Solutions, LLC
TOTAL BANK SOLUTIONS	87977818	17-AUG-2017	5595861	30-OCT-2018	Total Deposit Solutions, LLC
TBS TOTAL BANK SOLUTIONS 	87573588	17-AUG-2017	5593178	30-OCT-2018	Total Deposit Solutions, LLC
TOTAL BANK SOLUTIONS	87573573	17-AUG-2017	5593177	30-OCT-2018	Total Deposit Solutions, LLC