

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEFFERSON CAPITAL SYSTEMS, LLC		03/23/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78742905	EMBLEM	
<b>Serial Number:</b>	78194538	JEFFERSON CAPITAL SYSTEMS, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6124927216		
<b>Email:</b>	mbowman@fredlaw.com		
<b>Correspondent Name:</b>	Megan A. Bowman		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Megan A. Bowman		
<b>SIGNATURE:</b>	/Megan A. Bowman/		
<b>DATE SIGNED:</b>	03/23/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 23, 2018, is entered into by and between the signatory listed as grantor on the signature page hereto (the "Grantor"), and **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state chartered bank (the "Assignee"). Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement (as defined below), as applicable.

**WHEREAS**, Grantor has entered into an Amended and Restated Security Agreement, dated March 23, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Assignee, as the administrative agent for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the "Administrative Agent"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders, a security interest in all of its right, title and interest in certain Collateral, including the Trademarks which are registered or applied for in the U.S. Patent and Trademark Office (but excluding any intent-to-use Trademark applications) and listed on the attached Schedule A (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Assignee hereby agree as follows:

1. Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Security Agreement, Grantor hereby grants to Assignee, for the benefit of the Administrative Agent and the Lenders, a security interest in all of Grantor's right, title and interest in the IP Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. On the Termination Date, the IP Collateral shall be automatically released from the Liens created by this Agreement and the other Loan Documents, and this Agreement and all obligations (other than those expressly stated to survive such termination) of Assignee and Grantor under this Agreement shall automatically terminate, all without delivery of any instrument or performance of any act by any Person.

4. Assignee will, at the Grantor's expense, execute and deliver to Grantor such documents as Grantor may reasonably request to evidence the release of the applicable IP Collateral from the security interest granted under this Agreement in accordance with the terms of the Credit Agreement (as defined in the Security Agreement), the Security Agreement and this Agreement.

5. Notwithstanding anything herein to the contrary, the lien and security interest granted to Assignee pursuant to or in connection with this Agreement, and the exercise of any right or remedy by Assignee in connection therewith, are subject to the provisions of the Intercreditor Agreement.

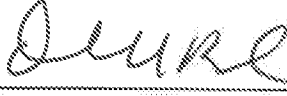
6. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

JEFFERSON CAPITAL SYSTEMS, LLC

By: 

Name: David M. Burton  
Title: Chief Executive Officer, President  
and Secretary

ASSIGNEE:

CIBC BANK USA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GRANTOR:

JEFFERSON CAPITAL SYSTEMS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

CIBC BANK USA

By:   
Name: Leanne Manning  
Title: Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
EMBLEM	78742905	28-OCT-2005	3366830	08-JAN-2008	Jefferson Capital Systems, LLC
JEFFERSON CAPITAL SYSTEMS, LLC	78194538	13-DEC-2002	2942921	19-APR-2005	Jefferson Capital Systems, LLC