

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481924

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900451665

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRANSWORLD SYSTEMS INC.		05/22/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ASTON HOLDING CORPORATION
Street Address:	150 N. Field Drive, Suite 200
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1312616	TRANSWORLD SYSTEMS INC.
Registration Number:	1612307	UAS
Registration Number:	1621598	UAS
Registration Number:	1621599	UAS EXCELLENCE SINCE 1969
Registration Number:	1726248	TSI
Registration Number:	1752873	MILLIKEN & MICHAELS
Registration Number:	2183354	QUALINK
Registration Number:	2466315	MAKING CASH FLOW
Registration Number:	2621256	TRANSWORLD SYSTEMS
Registration Number:	2817564	NCO ERECOVEREASE
Registration Number:	4135815	UAS UNIVERSITY ACCOUNTING SERVICE, LLC
Registration Number:	4214685	TRANSWORLD SYSTEMS UNIVERSITY
Registration Number:	4218624	TRANSWORLD SYSTEMS UNIVERSITY
Registration Number:	4242405	NCO HEALTHCARE SERVICES
Registration Number:	4271679	GREENFLAG
Registration Number:	4376727	TOTAL DEBT MANAGEMENT
Registration Number:	4437674	DENTAL COLLECT
Registration Number:	4498734	COLLECTION DESK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4672155	ACCELERATOR
Registration Number:	5048708	TSI
Registration Number:	5171760	TRANSWORLD SYSTEMS VET COLLECT
Registration Number:	5256468	DRSLINK
Registration Number:	5382252	
Serial Number:	87211843	ROCKET RECEIVABLES
Serial Number:	87314849	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI
Serial Number:	87314860	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLI

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 44120-1

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 07/16/2018

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of May 22, 2018, by Transworld Systems Inc. (the "Pledgor"), in favor of ASTON HOLDING CORPORATION, in its capacity as pledgee, assignee and secured party pursuant to the Note (in such capacity, the "Payee").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Payee pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Payee to enter into the Note, the Pledgor hereby agrees with the Payee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Payee a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing in no event shall Pledged Collateral include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 Trademark registration that issues from such intent-to-use applicable under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Payee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Payee with respect to the security interest in the Trademarks 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 that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Payee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Payee pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Payee hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

Very truly yours,

TRANSWORLD SYSTEMS INC.

By: 

Name: David Zwick

Title: Chief Financial Officer

Accepted and Agreed:

ASTON HOLDING CORPORATION,
as Payee

By: _____

Name: Mary Ann Sigler

Title: President and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006381 FRAME: 0029

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

Very truly yours,

TRANSWORLD SYSTEMS INC.

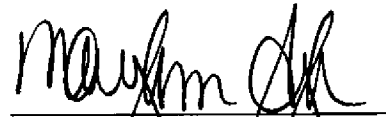
By: _____

Name: David Zwick

Title: Chief Financial Officer

Accepted and Agreed:

ASTON HOLDING CORPORATION,
as Payee





By: 
Name: Mary Ann Sigler
Title: President and Treasurer




[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006381 FRAME: 0030


SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Transworld Systems Inc.	5,382,252	
Transworld Systems Inc.	4,672,155	ACCELERATOR
Transworld Systems Inc.	4,498,734	COLLECTION DESK
Transworld Systems Inc.	4,437,674	DENTAL COLLECT
Transworld Systems Inc.	5,256,468	DRSLINK
Transworld Systems Inc.	4,271,679	GREENFLAG
Transworld Systems Inc.	2,466,315	MAKING CASH FLOW
Transworld Systems Inc.	1,752,873	MILLIKEN & MICHAELS
Transworld Systems Inc.	2,817,564	NCO ERECOVEREASE
Transworld Systems Inc.	4,242,405	NCO HEALTHCARE SERVICES & Design 
Transworld Systems Inc.	2,183,354	QUALINK
Transworld Systems Inc.	4,376,727	TOTAL DEBT MANAGEMENT
Transworld Systems Inc.	2,621,256	TransworldSystems TRANSWORLD SYSTEMS & Design
Transworld Systems Inc.	1,312,616	TRANSWORLD SYSTEMS INC.
Transworld Systems Inc.	4,214,685	TRANSWORLD SYSTEMS UNIVERSITY & Design 
Transworld Systems Inc.	4,218,624	TRANSWORLD SYSTEMS UNIVERSITY & Design 

Transworld Systems Inc.	5,171,760	TRANSWORLD SYSTEMS VET COLLECT
Transworld Systems Inc.	1,726,248	TSI
Transworld Systems Inc.	5,048,708	TSI & Design 
Transworld Systems Inc.	1,612,307	UAS
Transworld Systems Inc.	1,621,598	UAS
Transworld Systems Inc.	1,621,599	UAS EXCELLENCE SINCE 1969 & Design 
University Accounting Service, LLC	4,135,815	UAS ACCOUNTING SERVICE, LLC & Design 

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Transworld Systems Inc.	87/211,843	ROCKET RECEIVABLES
Transworld Systems Inc.	87/314,860	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLIFIED. & Design 
Transworld Systems Inc.	87/314,849	ROCKET RECEIVABLES DEBT RECOVERY. SIMPLIFIED. & Design 