

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FSA Store Inc.		02/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5429255	CARING MILL	
Registration Number:	5552228	CARING MILL	
Registration Number:	5126007	FSA PERKS	
Registration Number:	5225806	FSA STORE	
Registration Number:	4150115	FSA STORE	
Registration Number:	5337390	HSA STORE	
Registration Number:	4832618	HSA STORE	
Registration Number:	5572363	TRIPLE TAX SAVINGS CALCULATOR	
Serial Number:	88013770	CARING MILL	
Serial Number:	88013763	CARING MILL	
Serial Number:	87650808	FSA ELIGIBLE	
Serial Number:	87632061	FSA ELIGIBLE GUARANTEE	
Serial Number:	88071684	FSA INSIDERS	
Serial Number:	87631752	FSA OK	
Serial Number:	87667119	HEALTH-E COMMERCE	
Serial Number:	88071701	HSA INSIDERS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-120
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	02/14/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 14th day of February, 2019, by FSA STORE INC., a Delaware corporation (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as Borrower, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of February 14th, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and 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 February 14th, 2019 among Grantee, Grantor and the Loan Parties (as the same may be 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 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 therefor), 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 Representations and Warranties of the 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. 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. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms 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 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:

(i) 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

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

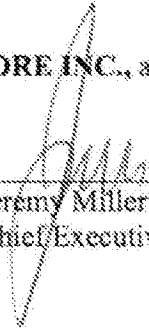
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

FSA STORE INC., a Delaware corporation

By: 
Name: Jeremy Miller
Title: Chief Executive Officer

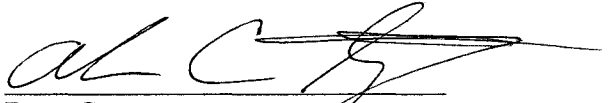
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006563 FRAME: 0091

Please indicate your agreement and acceptance to the foregoing by signing below and returning this Fee Letter to us.

Sincerely,

TWIN BROOK CAPITAL PARTNERS, LLC




By: 
Name: Drew Guyette
Title: Chief Credit Officer



[Signature Page to Fee Letter]

TRADEMARK
REEL: 006563 FRAME: 0092

Schedule A

U.S. Trademark Registrations

Grantor	Trademark Title	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
FSA STORE INC.	CARING MILL	5429255	3/20/2018	87197695	10/10/2016
FSA STORE INC.	CARING MILL			88013770	6/25/2018
FSA STORE INC.	CARING MILL Design  caring mill	5552228	8/28/2018	87580488	8/23/2017
FSA STORE INC.	CARING MILL Design  caring mill			88013763	6/25/2018
FSA STORE INC.	FSA ELIGIBLE Design 			87650808	10/18/2017
FSA STORE INC.	FSA ELIGIBLE GUARANTEE			87632061	10/3/2017
FSA STORE INC.	FSA INSIDERS			88071684	8/9/2018
FSA STORE INC.	FSA OK			87631752	10/3/2017
FSA STORE INC.	FSA PERKS	5126007	1/17/2017	86792495	10/19/2015

FSA STORE INC.	FSA STORE	5225806	6/20/2017	86783019	10/9/2015
FSA STORE INC.	FSA STORE Stylized & Design 	4150115	5/29/2012	85440224	10/5/2011
FSA STORE INC.	HEALTH-E COMMERCE			87667119	10/31/2017
FSA STORE INC.	HSA INSIDERS			88071701	8/9/2018
FSA STORE INC.	HSA STORE	5337390	11/14/2017	87511121	6/29/2017
FSA STORE INC.	HSA STORE Stylized & Design 	4832618	10/13/2015	86182760	2/3/2014
FSA STORE INC.	TRIPLE TAX SAVINGS CALCULATOR	5572363	9/25/2018	87631792	10/3/2017