

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferson Capital Systems, LLC		05/21/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street, Floor 12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90582344	CREDITLOGISTICS	
Serial Number:	88828570	BANKRUPTCYSTREAM	
Serial Number:	88787520	J JEFFERSON CAPITAL	
Serial Number:	88787602	J	
Serial Number:	78742905	EMBLEM	
Serial Number:	78194538	JEFFERSON CAPITAL SYSTEMS, LLC	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$165.00 90582344

DATE SIGNED:

05/21/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of May 21, 2021, is entered into by and between the signatory listed as grantor on the signature page hereto (the “Grantor”), and **CITIZENS BANK, N.A.** (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 that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Assignee, as Administrative Agent for itself and the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties, 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 Secured Parties, 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. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

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:

CITIZENS BANK, N.A.

By: 

Name: Elliott Brennan


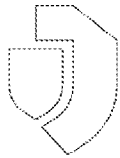
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007303 FRAME: 0166

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Application No.	Application Date	Registration Number	Registration Date	Owner
CREDITLOGISTICS	90582344	3/16/21	N/A	N/A	Jefferson Capital Systems, LLC
BANKRUPTCYSTREAM	88828570	3/10/2020	N/A	N/A	Jefferson Capital Systems, LLC
J JEFFERSON CAPITAL 	88787520	2/6/2020	N/A	N/A	Jefferson Capital Systems, LLC
J 	88787602	2/6/2020	N/A	N/A	Jefferson Capital Systems, LLC
EMBLEM	78742905	10/28/2005	3366830	1/8/2008	Jefferson Capital Systems, LLC
Jefferson Capital Systems, LLC	78194538	12/13/2002	2942921	4/19/2005	Jefferson Capital Systems, LLC