

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLAGSHIP CREDIT ACCEPTANCE LLC		04/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NBSF LLC		
Street Address:	1290 AVENUE OF THE AMERICAS		
Internal Address:	C/O NEUBERGER BERMAN SPECIALTY FINANCE FUND		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4604541	FLAGSHIP BUCKS	
Registration Number:	5464196	FLAGSHIP DEALER SERVICES	
Registration Number:	5562706	FDS	
Registration Number:	4425239	IFLAGSHIP	
Registration Number:	4086914	FLAGSHIP CREDIT ACCEPTANCE	
Registration Number:	4086915	FLAGSHIP CREDIT ACCEPTANCE	
Registration Number:	6580538	FLAGSHIP	
Registration Number:	3359613	FLAGSHIP CREDIT CORPORATION	
Registration Number:	4913455	FLAGSHIP MILITARY LENDING	
Serial Number:	86753128	CARFINANCE.COM	
Serial Number:	88459046	PACE	
Serial Number:	88459023	PACE PERFORMANCE ACCOUNTABILITY CULTURE	
Serial Number:	97342239		
Registration Number:	5239075	CARFINANCE CAPITAL	
Registration Number:	5566107	CARBUCKS	
Serial Number:	86752770	CARFINANCE CAPITAL	
CORRESPONDENCE DATA			

CH \$415.00 4604541

Fax Number: 2028874288

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.

Phone: 2028874000

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com

Correspondent Name: Mussie B Beyene

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	696427.0003
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NAME OF SUBMITTER:	Mussie B Beyene
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SIGNATURE:	/Mussie B Beyene/
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DATE SIGNED:	04/15/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated April 15, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Debtors”) in favor of NBSF LLC, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement and the Security Agreement (each as defined below).

PRELIMINARY STATEMENTS

A. FC HoldCo LLC, a Delaware limited liability company (the “Company”), each subsidiary guarantor of the Company from time to time party thereto and the Collateral Agent have entered into the Note Purchase Agreement, dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Note Purchase Agreement”), pursuant to which the Company has issued \$125,000,000 aggregate principal amount of Floating Rate Senior Secured Notes due 2025 (the “Notes”) upon and subject to the conditions set forth therein.

B. In connection with the Note Purchase Agreement, the Debtors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Purchasers to purchase the Notes.

C. Under the terms of the Security Agreement, the Debtors have granted to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Debtors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

Section 1. Grant of Security. Each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a security interest in all of such Debtor’s right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Assets) (the “Collateral”).

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Debtor under this Agreement secures the payment of all Secured Obligations of such Debtor now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Debtor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Debtor to any Secured Party under the Note Documents but for the fact that such

Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

Section 3. Recordation. This Agreement has been executed and delivered by the Debtors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Debtor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

Section 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

FLAGSHIP CREDIT ACCEPTANCE LLC

By _____

A handwritten signature in cursive script, appearing to read "Robert Hurzeler", written over a horizontal line.

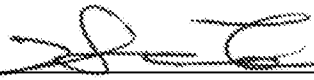
Name: Robert Hurzeler

Title: Chief Executive Officer and Director

[Signature Page to the Trademark Security Agreement]


**TRADEMARK
REEL: 007693 FRAME: 0294**

NBSF LLC,
as Collateral Agent

By: 
Name: Zhengyuan Lu
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Debtor	Trademark	Registration No. or Application No.
Flagship Credit Acceptance LLC	FLAGSHIP BUCKS	4,604,541
Flagship Credit Acceptance LLC	FLAGSHIP DEALER SERVICES	5,464,196
Flagship Credit Acceptance LLC	Flagship Dealer Services FDS Mark	5,562,706
Flagship Credit Acceptance LLC	IFLAGSHIP	4425239
Flagship Credit Acceptance LLC	FLAGSHIP CREDIT ACCEPTANCE	4086914
Flagship Credit Acceptance LLC	FLAGSHIP CREDIT ACCEPTANCE & Design	4086915
Flagship Credit Acceptance LLC	FLAGSHIP & Design	6580538
Flagship Credit Corporation	FLAGSHIP CREDIT CORPORATION	3359613
Flagship Credit Acceptance LLC	FC ACCEPTANCE LLC	28210700
Flagship Credit Acceptance LLC	FLAGSHIP MILITARY LENDING & Design	4,913,455
Flagship Credit Acceptance LLC	CARFINANCE CAPITAL	86/752,770
Flagship Credit Acceptance LLC	CARFINANCE CAPITAL & Design (Logo)	5,239,075
Flagship Credit Acceptance LLC	CARFINANCE.COM	86/753,128
Flagship Credit Acceptance LLC	CARBUCKS	5,566,107
Flagship Credit Acceptance LLC	PACE	88/459,046
Flagship Credit Acceptance LLC	PACE & Design	88/459,023
Flagship Credit Acceptance LLC		97342239