

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEXCEL, LLC		12/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOGEM CAPITAL LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	97647278	SUPRA	
Registration Number:	7023008	TEXCEL	
Registration Number:	5313004	DAIRY KING	
Registration Number:	5155967	GAMMA	
Registration Number:	5307948	CORNUCOPIA	
Registration Number:	5307947	TEX-STEAM	
Registration Number:	5307946	BALTHAZAR	
Registration Number:	5307945	GROWLER	
Registration Number:	5307944	ELIXIR	
Registration Number:	5933032	SIGMA-DUTY MAX	
Registration Number:	5718724	SIGMA-ULTRAVAC	
Registration Number:	5718723	SIGMA	
Registration Number:	5444525	TERA-GLIDE	
Registration Number:	4640940	TEXCEL	
Registration Number:	4640939	T TEXCEL	
Registration Number:	4640938	T TEXCEL	
Registration Number:	4421141	T TEXCEL GUARANTEE SAME-DAY SHIPPING · E	
Registration Number:	4407028	T TEXCEL AHEAD OF THE CURVE.	
Registration Number:	4138434	T	

OP \$540.00 97647278

Property Type	Number	Word Mark
Registration Number:	4170640	T
Registration Number:	1678005	TEXCE

CORRESPONDENCE DATA

Fax Number: 3128637806
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: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.405
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/04/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2023, by Texcel, LLC, a Delaware limited liability company ("Grantor"), in favor of APOGEM CAPITAL LLC (successor Agent to Madison Capital Funding LLC), in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 1, 2023 by and among SHF, Inc., a Delaware corporation, as Borrower, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Guarantee and Collateral Agreement dated as of January 31, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for

the ratable benefit of Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

TEXCEL, LLC, a Delaware limited liability company

By: 

Name: Gary D. Beinke

Title: Vice President Finance and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

By DocuSigned by:
Zaeem Haroon
7228FF43D29E44C _____
Name: Zaeem Haroon
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
SUPRA	97647278	N/A	N/A
TEXCEL	97287460	7023008	04/11/23
DAIRY KING	87132698	5313004	10/17/17
GAMMA	87121580	5155967	03/07/17
CORNUCOPIA	87132732	5307948	10/10/17
TEX-STEAM	87132725	5307947	10/10/17
BALTHAZAR	87132721	5307946	10/10/17
GROWLER	87132715	5307945	10/10/17
ELIXIR	87132705	5307944	10/10/17
SIGMA-DUTY MAX	87932883	5933032	10/10/19
SIGMA-ULTRAVAC	87121585	5718724	04/09/19
SIGMA	87121566	5718723	04/09/19
TERA-GLIDE	87328301	5444525	04/10/18
TEXCEL	86251953	4640940	11/18/14
T TEXCEL	86251947	4640939	11/18/14
T TEXCEL	86251938	4640938	11/18/14
T TEXCEL GUARANTEE SAME- DAY SHIPPING · ERROR-FREE SERVICE	85855474	4421141	10/22/13
T TEXCEL AHEAD OF THE CURVE.	85855467	4407028	09/24/13
T	85415881	4138434	05/08/12
T	85415876	4170640	07/10/12
TEXCE	74130631	1678005	03/03/92

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.