

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RESERVATION RECOVERY, LLC		11/07/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CADENCE BANK, N.A.		
<b>Street Address:</b>	2800 Post Oak Blvd.		
<b>Internal Address:</b>	38th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5107876	RESERVATION RECOVERY	
<b>Registration Number:</b>	5293930	DEL MAR RECOVERY SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132204285		
<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>			
<b>Phone:</b>	7132204614		
<b>Email:</b>	pat-tmk@andrewskurth.com		
<b>Correspondent Name:</b>	HUNTON ANDREWS KURTH LLP		
<b>Address Line 1:</b>	600 TRAVIS ST.		
<b>Address Line 2:</b>	SUITE 4200		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	Jeanne Dunn		
<b>SIGNATURE:</b>	/Jeanne Dunn/		
<b>DATE SIGNED:</b>	11/13/2019		
<b>Total Attachments: 3</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made this 7<sup>th</sup> day of November, 2019 between RESERVATION RECOVERY, LLC, a Nevada limited liability company, having a place of business at 1150 Lake Hearn Drive, Suite 640, Atlanta, Georgia 30342 (“Grantor”) and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38<sup>th</sup> Floor, Houston, Texas 77056 (“Lender”).

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, ALS RESOLVION, LLC, a Delaware limited liability company, and Lender have entered into that certain Amended and Restated Loan Agreement dated as of November 7, 2019 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 7, 2019 between Grantor and Lender (the “Security Agreement”), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

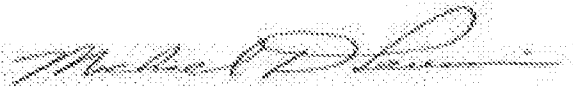
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the “IP Collateral”): all of Grantor’s right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, “IP Collateral” shall not include any “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such “intent to use” trademark applications and the validity or enforceability of such “intent to use” trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

RESERVATION RECOVERY, LLC

By: 

Name: Michael Levison  
Title: Chief Executive Officer

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )


BEFORE ME, the undersigned authority, on this day personally appeared Michael Levison of RESERVATION RECOVERY, LLC, a Nevada limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of November, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Notarial Seal

**SCHEDULE A**

<b>Registered Trademarks</b>			
<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.A.	Reservation Recovery	5107876	December 27, 2016
U.S.A.		5293930	September 26, 2017