TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCR Corporation		01/06/2014	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent	
Street Address:	10 SOUTH DEARBORN, 7TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Association: UNITED STATES	

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	148174	NCR
Registration Number:	366404	NCR
Registration Number:	368485	NCR
Registration Number:	614432	NCR PAPER
Registration Number:	1478461	NCR
Registration Number:	1951383	GLOBALPM
Registration Number:	1956218	GLOBALPM
Registration Number:	2014022	DYNAKEY
Registration Number:	2015010	GLOBALPM
Registration Number:	2045760	NETKEY
Registration Number:	2243282	IMAGEMARK
Registration Number:	2249686	NETKEY
Registration Number:	2368954	NCR
Registration Number:	2391796	NCR
		TDADEMARK

TRADEMARK REEL: 005193 FRAME: 0567

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Registration Number:	2398182	NCR	
Registration Number:	2724525	APTRA	
Registration Number:	2735569	EASYPOINT	
Registration Number:	2870386	DUOPRINT	
Registration Number:	3008165	OPTICASH	
Registration Number:	3498952	OPTIVAULT	
Registration Number:	3525626	NCR FASTLANE	
Registration Number:	3659466	2 ST	
Registration Number:	3674573	2ST TECHNOLOGY	
Registration Number:	3700427	2 ST	
Registration Number:	3723851	2ST TECHNOLOGY	
Registration Number:	3726770	GOPIX	
Registration Number:	3807548	TRANSOFT	
Registration Number:	3869764	NCR TOUCHPORT	
Registration Number:	3914658	NCR SELFSERV	
Registration Number:	3926087	EXPERIENCE A NEW WORLD OF INTERACTION	
Registration Number:	3926088	EXPERIENCE A NEW WORLD OF INTERACTION	
Registration Number:	4056658	EXPERIENCE A NEW WORLD OF INTERACTION	
Registration Number:	4096173	NCR @ YOUR SERVICE	
Registration Number:	4185678	NCR ENTERPRISE PREFERENCE MANAGER	
Registration Number:	1648043	сомри-тоисн	
Registration Number:	1836642	RAPIDFIRE	
Registration Number:	1957983	ORDERPOINT!	
Registration Number:	2200849	CORE-TECH	
Registration Number:	2293886	RADIANT SYSTEMS	
Registration Number:	3744582	IT'S YOUR MONEY. KEEP IT THAT WAY.	
Registration Number:	3749174	ALOHA RESTAURANT GUARD	
Registration Number:	3763145	ALOHA PAYMENT GUARD	
Registration Number:	3993077	ALOHA INSIGHT	
Registration Number:	2083095	INFOAMERICA	
Registration Number:	750700	NCR SERVICE	
Registration Number:	3357439	THE PATIENT EXPERIENCE COMPANY	
Registration Number:	2144355	ALOHA	
Registration Number:	2319009	HEAT AT LIGHT SPEED	
Registration Number:	2279136	MENULINK	
<u> </u>	11	TRADEMARK	

	85660810	NCR SILVER
Serial Number:	85665869	SILVER POINT OF SALE+
Serial Number:	85673096	NCR STICKY MEDIA
Serial Number:	85928747	NCR REALSCAN
Serial Number:	85933110	EVERYDAY MADE EASIER
Serial Number:	85933129	NCR
Serial Number:	86103344	PACESETTER
Serial Number:	86147971	SILVER SIDEWALK
Serial Number:	86149255	SYNCHRONOUS SHOPPING
Serial Number:	86148719	
Serial Number:	86147998	ALOHA

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39156
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/15/2014

Total Attachments: 7 source=39156#page1.tif source=39156#page2.tif source=39156#page3.tif source=39156#page4.tif source=39156#page5.tif source=39156#page6.tif source=39156#page7.tif

TRADEMARK SECURITY AGREEMENT dated as of January 6, 2014 (this "<u>Agreement</u>"), among NCR CORPORATION, a Maryland corporation (the "<u>Borrower</u>"), each subsidiary of the Borrower party hereto and JPMorgan Chase Bank, N.A. ("<u>JPMCB</u>"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of August 22, 2011, as amended and restated as of July 25, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Amended and Restated Guarantee and Collateral Agreement dated as of August 11, 2011, as amended and restated as of January 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiaries of the Borrower party hereto (other than the Borrower) are Affiliates of the Borrower, have derived and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any

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of the foregoing listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

b) SECTION 4. <u>Counterparts.</u> This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NCR CORPORATION,

by

Name: Rober P. Fuhmon Title: Chief France office

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name:

Title:

Peter B. Thauer

Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks/Trade Names

[[3446297]]

Intellectual Property (Trademarks)

I. <u>Trademarks</u>

Registered Owner	Registration Number	Next Renewal Date
NCR Corporation	148174	11/08/2021
NCR Corporation	366404	10/26/2018
NCR Corporation	368485	06/20/2019
NCR Corporation	614432	10/18/2015
NCR Corporation	1478461	03/01/2018
NCR Corporation	1951383	01/23/2016
NCR Corporation	1956218	02/13/2016
NCR Corporation	2014022	11/05/2016
NCR Corporation	2015010	11/12/2016
NCR Corporation	2045760	03/18/2017
NCR Corporation	2243282	05/04/2019
NCR Corporation	2249686	06/01/2019
NCR Corporation	2368954	07/18/2020
NCR Corporation	2391796	10/03/2020
NCR Corporation	2398182	01/23/2021
NCR Corporation	2724525	06/10/2023
NCR Corporation	2735569	07/08/2013
NCR Corporation	2870386	08/03/2014
NCR Corporation	3008165	10/25/2015
NCR Corporation	3498952	09/09/2018
NCR Corporation	3525626	10/28/2018
NCR Corporation	3659466	07/21/2019
NCR Corporation	3674573	08/25/2019
NCR Corporation	3700427	10/20/2019
NCR Corporation	3723851	12/08/2019
NCR Corporation	3726770	12/15/2019
NCR Corporation	3807548	06/22/2020
NCR Corporation	3869764	11/02/2020
NCR Corporation	3914658	02/01/2021
NCR Corporation	3926087	03/01/2021
NCR Corporation	3926088	03/01/2021
NCR Corporation	4056658	11/15/2021
NCR Corporation	4096173	02/07/2022
NCR Corporation	4185678	08/07/2022
Radiant Systems, Inc. 11	1648043	08/09/2020
Radiant Systems, Inc.	1836642	05/29/2014
Radiant Systems, Inc.	1957983	05/02/2016
Radiant Systems, Inc.	2200849	09/13/2018
Radiant Systems, Inc.	2293886	03/03/2019
Radiant Systems, Inc.	3744582	02/02/2020
Radiant Systems, Inc.	3749174	02/16/2020

¹¹ All items listed as record-owned by Radiant Systems Inc. on this Schedule VI(B) are beneficially owned by NCR Corporation.

Registered Owner	Registration Number	Next Renewal Date
Radiant Systems, Inc.	3763145	03/23/2020
Radiant Systems, Inc.	3993077	07/12/2021
NCR Corporation	2083095	02/02/2018
NCR Corporation	0750700	02/08/2014
NCR Corporation	3357439	12/18/2017
Radiant Systems, Inc.	2144355	10/11/2017
Radiant Systems, Inc.	2319009	03/24/2019
Radiant Systems, Inc.	2279136	09/25/2018

II. <u>Trademark Applications</u>

RECORDED: 01/15/2014

Registered Owner	Application Number
NCR Corporation	85660810
NCR Corporation	85665869
NCR Corporation	85673096
NCR Corporation	85928747
NCR Corporation	85933110
NCR Corporation	85933129
NCR Corporation	86103344
NCR Corporation	86147971
NCR Corporation	86149255
NCR Corporation	86148719
NCR Corporation	86147998