

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coinmatic Canada Inc.		10/29/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	525 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85857585	CASHGARD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-567		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	10/31/2014		
Total Attachments: 6			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page1.tif			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page2.tif			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page3.tif			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page4.tif			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page5.tif			
source=WASH - Trademark Security Agreement (Canadian Borrower) - Executed#page6.tif			

CH \$40.00 85857585

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2014, is made by Coinamatic Canada Inc. (“Grantor”), in favor of GE Canada Finance Holding Company (“GE Canada”), as Canadian Agent for the Canadian Lenders, the Canadian L/C Issuers and each other Canadian Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 21, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the US Borrower, as Borrower Representative, the other Persons party thereto that are from time to time designated as a Credit Party, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation as US Agent for the US Lenders and the US L/C Issuer and for itself as a US Lender and as US L/C Issuer, GE Canada as Canadian Agent for the Canadian Lenders and for itself as a Canadian Lender and Canadian L/C Issuer, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guarantee and Security Agreement dated as of February 21, 2013 in favour of the Canadian Agent (the “Guarantee and Security Agreement”), to guarantee the Canadian Obligations (as defined in the Credit Agreement) of the Canadian Borrower; and

WHEREAS, Grantor is party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Lenders, the Canadian L/C Issuers and the Canadian Agent to enter into the Credit Agreement and to induce the Canadian Lenders and the Canadian L/C Issuers to make their respective extensions of credit to the Canadian Borrowers thereunder, Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Canadian Secured Parties, and grants to the Canadian Agent for the benefit of the Canadian Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral of Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Trademark Collateral"):

- (a) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Guarantee and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guarantee and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guarantee and Security Agreement.

Section 7. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including,

without limitation, its validity, interpretation, construction, performance and enforcement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

COINAMATIC CANADA INC.

as Grantor


By:  _____

Name: Allan A. Villegas

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: 
Name: _____

Title: Duly Authorized Signatory

RICHARD ZENI
DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Application Date	Registration No.	Registration Date
CASH GUARD	85857585	2/22/13	N/A	N/A

Error! Unknown document property name.

RECORDED: 10/31/2014

TRADEMARK
REEL: 005391 FRAME: 0588