

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal Payments Inc.		03/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	105 St-Jacques Street		
Internal Address:	3rd Floor		
City:	Montreal (Quebec)		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	a bank chartered under the Bank Act: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86051820	FLEXPOINT	
Registration Number:	3091450	PIVOTAL PAYMENTS	
Registration Number:	3035463	CHARGENATIONAL	
Serial Number:	86423370	KALOOT	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816-460-2400		
Email:	brian.mcginley@dentons.com, anita.hansen@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09773150-0048 (BRM)		
DOMESTIC REPRESENTATIVE			
Name:	Dentons US LLP		
Address Line 1:	P. O. Box 061080		

OP \$115.00 86051820

Address Line 4: Chicago, ILLINOIS 60606-1080	
NAME OF SUBMITTER:	Brian R. McGinley
SIGNATURE:	/brian r mcginley/
DATE SIGNED:	04/07/2015
Total Attachments: 4 source=31. Pivotal US Notice of IP Security Interest#page1.tif source=31. Pivotal US Notice of IP Security Interest#page2.tif source=31. Pivotal US Notice of IP Security Interest#page3.tif source=31. Pivotal US Notice of IP Security Interest#page4.tif	

NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this ‘**Notice**’) is entered into and effective as of March [___], 2015, by and between Pivotal Payments Inc., a Delaware corporation (“**Grantor**”), and Bank of Montreal, in its capacity as administrative agent (together with its successors and assigns “**Grantee**”) (collectively, the “**Parties**”).

WHEREAS Grantor has granted to Grantee, for the benefit of Grantee and certain other lenders for whom Grantee acts as administrative agent, a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (the “**Trademarks**”), pursuant to that certain General Security and Pledge Agreement executed on or about March [___], 2015 (the “**Security Agreement**”); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the “**Security Interest**”).

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

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

**Remainder of page intentionally blank.
Signature page follows.**

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

PIVOTAL PAYMENTS INC.

By:  _____

Name:

Its:

BANK OF MONTREAL

By: _____

Name:

Its:

Notice of Trademark Security Interest
Signature Page

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

PIVOTAL PAYMENTS INC.

By: _____

Name:

Its: Authorized Signatory

BANK OF MONTREAL

By:  _____

Name:

James Di Giacomo
Managing Director

Its: Authorized Signatory
Corporate Finance Underwriting
and Syndications

By: _____

Name:

Its: Authorized Signatory

Notice of Trademark Security Interest
Signature Page

TRADEMARK
REEL: 005494 FRAME: 0089

SCHEDULE A

TRADEMARKS

Mark	Country of Registration	Reg. or Application Number	Live/Dead
"FlexPoint"	U.S.	86051820 (application)	LIVE
"Pivotal Payments"	U.S.	3,091,450	LIVE
"ChargeNational"	U.S.	3,035,463	LIVE
"Kaloot"	U.S.	86423370 (application)	LIVE