

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRONTSTREAM PAYMENTS, INC.		06/11/2015	CORPORATION: DELAWARE
TRUIST, INC.		06/11/2015	CORPORATION: DELAWARE
INNESFARM, INC.		06/11/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
<b>Street Address:</b>	30 S. WACKER DRIVE, SUITE 2200
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4334419	FIRSTGIVING
Registration Number:	4177139	FASTTRANSACT
Registration Number:	3415326	FRONTSTREAM
Registration Number:	3063678	SIMPLECASH
Registration Number:	4334420	FIRSTGIVING
Registration Number:	3652048	SUNTARI
Registration Number:	3652047	SUNTARI
Registration Number:	3068027	F FAST TRANSACT
Serial Number:	86583730	FASTTRANSACT PAYMENT PLATFORM
Registration Number:	4539703	INSTAGIVE
Registration Number:	4455700	TRUIST CONNECT
Registration Number:	3867951	TRUIST
Registration Number:	2987260	THE GIVING STATION
Registration Number:	3016100	UNITED EWAY
Registration Number:	2914108	UNITED-EWAY
Registration Number:	3646668	GIFTWORKS
Registration Number:	3672123	MISSION   RESEARCH

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 312.577.8574  
**Email:** humberto.aquino@kattenlaw.com  
**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN  
**Address Line 1:** 525 W. MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	386565-5
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	06/11/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 11, 2015, by FrontStream Payments, Inc., a Delaware corporation ("Holdings"), Truist, Inc., a Delaware corporation ("Truist") and Innesfarm, Inc., a Delaware corporation ("Innesfarm"; and, together with Holdings and Truist, the "Grantors" and each a "Grantor"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 11, 2015, by and among the Grantors, the other "Borrowers" party thereto, Agent and the financial institutions (the "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 the Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of the Borrowers;

WHEREAS, Agent and the 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 each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (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, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, 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, each 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. To secure the Secured Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"); provided, however, that no U.S. intent-to-use Trademark applications shall be deemed Trademark Collateral hereunder:

(a) In the case of Holdings, all of its U.S. registered or applied for Trademarks set forth on Schedule I hereto; in the case of Truist, all of its U.S. registered or applied for Trademarks set forth on Schedule II hereto; and in the case of Innesfarm, all of its U.S. registered or applied for Trademarks set forth on Schedule III hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or

future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Each 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. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal law (as opposed to the conflicts of law provisions (other than Sections 5.1401 and 5-1402 of the New York General Obligations Law)) of the State of New York applicable to contracts made and to be performed entirely within such State.

[signature pages follow]

IN WITNESS WHEREOF, each 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.

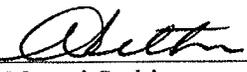
**FRONTSTREAM PAYMENTS, INC.**

By:   
Name: Neeraj Sethi  
Title: Chief Financial Officer and Secretary

**TRUIST, INC.**

By:   
Name: Neeraj Sethi  
Title: Chief Financial Officer and Secretary

**INNESFARM, INC.**

By:   
Name: Neeraj Sethi  
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By: 

Name: Chris Williams

Title: Partner

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
FIRSTGIVING	85730985	9/17/12	4334419	5/14/13	Registered	Frontstream Payments, Inc.
FASTTRANSACT	85430832	9/23/11	4177139	7/17/12	Registered	Frontstream Payments, Inc.
FRONTSTREAM	77127977	3/12/07	3415326	4/22/08	Registered	Frontstream Payments, Inc.
SIMPLECASH	78589153	3/17/05	3063678	2/28/06	Registered	Frontstream Payments, Inc.
FASTTRANSACT PAYMENT PLATFORM	86583730	4/1/15	N/A	N/A	Pending	Frontstream Payments, Inc.
FIRSTGIVING	85730990	9/17/12	4334420	5/14/13	Registered	Frontstream Payments, Inc.
SUNTARI	73362058	12/31/07	3652048	7/7/09	Registered	Frontstream Payments, Inc.
SUNTARI	73362053	12/31/07	3652047	7/7/09	Registered	Frontstream Payments, Inc.
F FAST TRANSACT	78589156	3/17/05	3068027	3/14/06	Registered	Frontstream Payments, Inc.

**SCHEDULE II**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks and Trademark Applications

<b>Mark</b>	<b>Applicati on No.</b>	<b>Applicatio n Date</b>	<b>Registratio n No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
INSTAGIVE	85879547	3/19/13	4539703	3/27/14	Registered	Truist, Inc.
TRUIST CONNECT	85559766	3/5/12	4455700	12/24/13	Registered	Truist, Inc.
TRUIST	77469559	5/8/08	3867951	10/26/10	Registered	Truist, Inc.
THE GIVING STATION	78326086	11/11/03	2987260	8/23/05	Registered	Truist, Inc.
UNITED EWAY	78220261	2/28/03	3016100	11//15/05	Registered	Truist, Inc.
UNITED-EWAY	76364475	1/29/02	2914108	12/28/04	Registered	Truist, Inc.

**SCHEDULE III  
to  
TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks and Trademark Applications

<b>Mark</b>	<b>Applicati on No.</b>	<b>Applicatio n Date</b>	<b>Registratio n No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
GIFTWORKS	77622526	11/26/08	3646668	6/30/09	Registered	Innesfarm, Inc.
MISSION   RESEAR CH	77622543	11/26/08	3672123	8/25/09	Registered	Innesfarm, Inc.