

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHESAPEAKE SYSTEMS SOLUTIONS, INC.		05/02/2016	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS COLLATERAL AGENT		
Street Address:	150 SOUTH WACKER DRIVE, SUITE 800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4655563	CHESAPEAKE SYSTEM SOLUTIONS	
Registration Number:	4795393	CHESAPEAKE IDM	
Registration Number:	2926967	SMARTTREASURY	
Registration Number:	2838771	SMARTRESOLVE	
Registration Number:	2838772	SMARTMATCH	
Registration Number:	2843814	SMARTANALYSIS	
Registration Number:	2612769	CHESAPEAKE SYSTEMSOLUTIONS	
Registration Number:	2552755	T-RECS	
Registration Number:	3039813	UPCS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-197		

CH \$240.00 4655563

NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/03/2016
Total Attachments: 5 source=Trintech (Chesapeake) - Trademark Security Agreement#page1.tif source=Trintech (Chesapeake) - Trademark Security Agreement#page2.tif source=Trintech (Chesapeake) - Trademark Security Agreement#page3.tif source=Trintech (Chesapeake) - Trademark Security Agreement#page4.tif source=Trintech (Chesapeake) - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 2, 2016 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Golub Capital LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 1, 2015 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Ranger Acqco Limited, a private company limited by shares incorporated in Ireland ("Ranger"), Trintech Holdings, Ltd., a private company limited by shares incorporated in Ireland ("Trintech Holdings"), Trintech Group Limited, a private company limited by shares incorporated in Ireland ("Trintech Group"), and Trintech Inc., a California corporation, as borrowers ("Trintech", and together with Ranger, Trintech Holdings and Trintech Group, each a "Borrower" and collectively the "Borrowers"), Ranger Acqco Holdco Limited, a private company limited by shares incorporated in Ireland ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 1, 2015 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest

granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

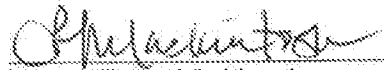
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

CHESAPEAKE SYSTEMS SOLUTIONS, INC.,
an Alabama corporation

By:



Name: Teresa Mackintosh

Title: Chief Executive Officer

Trademark Security Agreement (Trintech)

TRADEMARK
REEL: 005783 FRAME: 0592

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
Chesapeake System Solutions, Inc.	4655563	12/16/14	CHESAPEAKE SYSTEM SOLUTIONS
Chesapeake System Solutions, Inc.	4795393	8/18/15	CHESAPEAKE IDM
Chesapeake System Solutions, Inc.	2926967	2/15/05	SMARTTREASURY
Chesapeake System Solutions, Inc.	2838771	5/4/04	SMARTRESOLVE
Chesapeake System Solutions, Inc.	2838772	5/4/04	SMARTMATCH
Chesapeake System Solutions, Inc.	2843814	5/18/04	SMART ANALYSIS
Chesapeake System Solutions, Inc.	2612769	8/27/02	CHESAPEAKE SYSTEMSOLUTIONS
Chesapeake System Solutions, Inc.	2552755	3/26/02	T-RECS
Chesapeake System Solutions, Inc.	3039813	1/10/06	UPCS

United States Trademark Applications:

None.