

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbortouch Payments, LLC		10/13/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3586038	HARBORTOUCH	
Registration Number:	3263890	UNITED BANK CARD	
Registration Number:	3294443	UNITED CASH SOLUTIONS	
Registration Number:	4879691	HARBORTOUCH ELITE	
Registration Number:	4879687	HARBORTOUCH ECHO	
Serial Number:	86868417	HARBORPAY	
Serial Number:	86393039	PERKWAVE	
Registration Number:	4742774	PERKWAVE	
Registration Number:	4800995	CUSTOMER FOCUSED. TECHNOLOGY DRIVEN.	
Registration Number:	4879847	TABLET KILLER	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		

OP \$265.00 3586038

Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	crs1-41408
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	10/13/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of October 13, 2016, is made by the Person listed on the signature pages hereof (the “Grantor”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

Whereas, the Grantor has entered into that certain Security Agreement dated as of October 13, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, the Trademark Collateral (as defined below), and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement. For purposes of this Trademark Security Agreement, the term “Trademark Collateral” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) the Trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby or associated therewith, and (b) all: (i) extensions and renewals thereof, (ii) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, and (iii) all rights to sue for past, present and future infringements or dilutions thereof.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use trademark application under applicable federal law (it being understood that after such period such intent-to-use trademark application shall be automatically subject to the security interest granted herein).

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 7. Termination. This Trademark Security Agreement is made to secure the payment of the Secured Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 8. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Intercreditor Agreement, any Permitted Senior Intercreditor Agreement in effect, any Permitted Pari Passu Intercreditor Agreement in effect and any Permitted Junior Lien Intercreditor Agreement in effect. Notwithstanding

anything to the contrary herein, the Collateral Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement, any Permitted Senior Intercreditor Agreement then in effect, any Permitted Pari Passu Intercreditor Agreement then in effect and any Permitted Junior Lien Intercreditor Agreement then in effect. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as of the date first above written.

HARBORTOUCH PAYMENTS, LLC

By: 

Name: JARED ISAACKMAN
Title: CEO

[Signature Page to Trademark Security Agreement (Second Lien)]

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral
Agent

By: 

Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By: 

Name:
Title: Nicholas Goss
Authorized Signatory


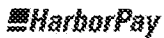

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (Second Lien)]

TRADEMARK
REEL: 005899 FRAME: 0629

Schedule A

Trademarks Owned by Harbortouch Payments, LLC

U.S. Trademark Registrations and Applications

No.	Registered Owner	Trade Mark	Country	Application / Registration Number	Registration Date	Expiration Date	Status
1.	Harbortouch Payments, LLC		US	3586038	03/10/2009	03/10/2019	Active
2.	United Bank Card, Inc.	United Bank Card, Inc.	US	3263890	07/17/2007	N/A	Lapsed
3.	Harbortouch Payments, LLC	United Cash Solutions	US	3294443	09/18/2007	09/18/2017	Active
4.	Harbortouch Payments, LLC	Harbortouch Elite	US	4879691	01/05/2016	01/05/2026	Active
5.	Harbortouch Payments, LLC	Harbortouch Echo	US	4879687	01/05/2016	01/05/2026	Active
6.	Harbortouch Payments, LLC		US	86868417	N/A	N/A	Pending
7.	Harbortouch Payments, LLC		US	86393039	N/A	N/A	Abandoned
8.	Harbortouch Payments, LLC	Perkwave	US	4742774	05/26/2015	05/25/2025	Active
9.	Harbortouch Payments, LLC	Customer focused. Technology driven.	US	4800995	08/25/2015	08/25/2025	Active
10.	Harbortouch Payments, LLC	Tablet killer	US	4879847	01/05/2016	01/05/2026	Active