

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407167

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Talksoft Corporation		11/30/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as collateral agent		
<b>Street Address:</b>	520 Madison Ave		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3635117	TALKSOFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>			
<b>Phone:</b>	212 819-8200		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Matthew Champion/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patent & Trademark Dept.		
<b>Address Line 4:</b>	New York, NEW YORK 10036-2787		
<b>NAME OF SUBMITTER:</b>	Matthew Champion		
<b>SIGNATURE:</b>	/Matthew Champion/		
<b>DATE SIGNED:</b>	12/01/2016		
<b>Total Attachments: 5</b>			
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## **First Lien Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016 (this “Agreement”), among Talksoft Corporation (the “Grantor”) and Jefferies Finance LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of November 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Empower Payments Acquisition, Inc., a Delaware corporation (the “Borrower”), Empower Payments Intermediate Holdings, Inc., a Delaware corporation (“Holdings”) the Lenders and Issuing Banks from time to time party thereto and Jefferies Finance LLC, as Administrative Agent and (b) the First Lien Collateral Agreement dated of November 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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 assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, 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 may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in

writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

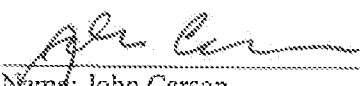
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

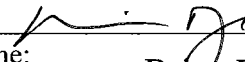
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TALKSOFT CORPORATION, as Grantor

By:   
Name: John Carson  
Title: Chief Financial Officer

*{Signature Page to Trademark Security Agreement -- Talksoft Corporation}*

JEFFERIES FINANCE LLC, as Collateral Agent

By:   
Name: Brian Buoye  
Title: Managing Director

*[Signature Page to Trademark Security Agreement – Talksoft Corporation]*

**TRADEMARK**  
**REEL: 005931 FRAME: 0606**

Schedule I

	<b>Trademark</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	TALKSOFT	77610492 11/8/2008	3635117 6/9/2009	Registered	Talksoft Corporation