

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revspring, Inc.		11/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as collateral agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	85494236	COLOREXPRESS	
Serial Number:	85418873	COLORIMAGE	
Serial Number:	77941586	DANTOM	
Serial Number:	77941576	DANTOM SYSTEMS, INC.	
Serial Number:	85418756	DATAACCESS	
Serial Number:	75461790	DATAEXPRESS	
Serial Number:	85418766	DATAPAY	
Serial Number:	85418781	DATAPREREGISTER	
Serial Number:	85418799	DATAREGISTER	
Serial Number:	85418833	DATAVIEW	
Serial Number:	86313267	EMERGE	
Serial Number:	86796376	EMERGE INTELLIGENT WORKFLOW SOLUTIONS	
Serial Number:	76244256	ERM	
Serial Number:	76091817	PSC INFO GROUP	
Serial Number:	85881274	REVACCESS	
Serial Number:	85881260	REVANALYTICS	
Serial Number:	85881253	REVCALL	
Serial Number:	85881250	REVDATA	
Serial Number:	85881265	REVDESIGN	

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Property Type	Number	Word Mark
Serial Number:	85881270	REVDIGITAL
Serial Number:	85881239	REVDOC
Serial Number:	85881235	REVID
Serial Number:	85881258	REVMOBILE
Serial Number:	85881251	REVPAYMENTS
Serial Number:	85699167	REVSPRING
Serial Number:	85976313	REVSPRING
Serial Number:	85699157	REVSPRING
Serial Number:	85881243	REVIEW
Serial Number:	85418913	TOTALIMAGE
Serial Number:	77282630	WEBVIEW
Serial Number:	85418889	STANDARDIMAGE
Serial Number:	78479928	MINUTEPAY
Serial Number:	77796134	PS PAYSYSTEMS.NET SINCE 1980
Serial Number:	85368864	APP ACCELERATED PATIENT PAYMENTS

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10036-2787

ATTORNEY DOCKET NUMBER:	1155735-0174
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	12/01/2016

Total Attachments: 6

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First Lien Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016 (this “Agreement”), among Revspring, Inc. (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.

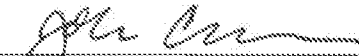
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

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

REVSPRING, INC., as Grantor



By: 
Name: John Carson
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement - RevSpring, Inc.]

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: **Brian Buoye**
Title: **Managing Director**

Schedule I

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1. COLOREXPRESS	85494236 12/13/2011	4227717 10/16/2012	Registered	Revspring, Inc.
2. COLORIMAGE	85418873 9/9/2011	4240409 11/13/2012	Registered	Revspring, Inc.
3. DANTOM	77941586 2/22/2010	3856366 10/5/2010	Registered	Revspring, Inc.
4. DANTOM SYSTEMS, INC.	77941576 2//2010	3856363 10/5/2010	Registered	Revspring, Inc.
5. DATAACCESS	85418756 9/9/2011	4248524 11/27/2012	Registered	Revspring, Inc.
6. DATAEXPRESS	75461790 4/3/1998	2596480 7/23/2002	Registered	Revspring, Inc.
7. DATAPAY	85418766 9/9/2011	4240405 11/13/2012	Registered	Revspring, Inc.
8. DATAPREREGISTER	85418781 9/9/2011	4211747 9/18/2012	Registered	Revspring, Inc.
9. DATAREGISTER	85418799 9/9/2011	4211748 9/18/2012	Registered	Revspring, Inc.
10. DATAVIEW	85418833 9/9/2011	4240407 11/13/2012	Registered	Revspring, Inc.
11. EMERGE 	86313267 6/18/2014	4814147 9/15/2015	Registered	Revspring, Inc.
12. EMERGE INTELLIGENT WORKFLOW SOLUTIONS	86796376 10/22/2015	5037943 9/6/2016	Registered	Revspring, Inc.
13. ERM	76244256 4/20/2001	2655874 12/3/2012	Registered	Revspring, Inc.
14. PSC INFO GROUP 	76091817 7/17/2000	3155437 10/17/2006	Registered	Revspring, Inc.
15. REVACCESS	85881274 3/20/2013	4526881 5/6/2014	Registered	Revspring, Inc.
16. REVANALYTICS	85881260 3/20/2013	4526880 5/6/2014	Registered	Revspring, Inc.
17. REVCALL	85881253 3/20/2013	4581128 8/5/2014	Registered	Revspring, Inc.
18. REVDATA	85881250 3/20/2013	4526878 5/6/2014	Registered	Revspring, Inc.

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
19.	REVDESIGN	85881265 3/20/2013	4589600 8/19/2014	Registered	Revspring, Inc.
20.	REVDIGITAL	85881270 3/20/2013	4593769 8/26/2014	Registered	Revspring, Inc.
21.	REVDOC	85881239 3/20/2013	4589598 8/19/2014	Registered	Revspring, Inc.
22.	REVID	85881235 3/20/2013	4526877 5/6/2014	Registered	Revspring, Inc.
23.	REVMOBILE	85881258 3/20/2013	4526879 5/6/2014	Registered	Revspring, Inc.
24.	REVPAYMENTS	85881251 3/20/2013	4602354 9/9/2014	Registered	Revspring, Inc.
25.	REVSPRING	85699167 8/9/2012	4804402 9/1/2015	Registered	Revspring, Inc.
26.	REVSPRING	85976313 8/9/2012	4748551 6/2/2015	Registered	Revspring, Inc.
27.	REVSPRING	85699157 8/9/2012	4534221 5/20/2014	Registered	Revspring, Inc.
28.	REVIEW	85881243 3/20/2013	4589599 8/19/2014	Registered	Revspring, Inc.
29.	TOTALIMAGE	85418913 9/9/2011	4240410 11/13/2012	Registered	Revspring, Inc.
30.	WEBVIEW	77282630 9/18/2007	3435085 5/27/2008	Registered	Revspring, Inc.
31.	STANDARDIMAGE	85418889 9/9/2011	4310788 3/26/2013	Registered	Revspring, Inc.
32.	MINUTEPAY	78479928 9/8/2004	3102019 6/6/2006	Registered	Revspring, Inc.
33.	PS PAYSYSTEMS.NET SINCE 1980 	77796134 8/4/2009	3801077 6/8/2010	Registered	Revspring, Inc.
34.	APP ACCELERATED PATIENT PAYMENTS	85368864 7/12/2011	4200986 9/4/2012	Registered	Revspring, Inc.