

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priority Payment Systems LLC		01/03/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as collateral agent		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4591233	PRIORITY PAYMENT SYSTEMS	
Registration Number:	3704841	PRIORITY PAYMENT SYSTEMS	
Serial Number:	87121411	CPX	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	01/04/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of January 3, 2017, by CYNERGY DATA, LLC, a Delaware limited liability company, PIPELINE CYNERGY HOLDINGS, LLC, a Delaware limited liability company and PRIORITY PAYMENT SYSTEMS LLC, a Georgia limited liability company (each, individually, a “**Grantor**”, and, collectively, “**Grantors**”), in favor of SUNTRUST BANK (“**SunTrust**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, among Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and SunTrust, as Administrative Agent, Collateral Agent, an Issuing Bank and the Swing Line Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time from the date hereof, the “**Credit Agreement**”), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement;

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor grants to Collateral Agent, for the benefit of Secured Parties, a first priority security interest and continuing lien on 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**”): (a) all of such Grantor’s Trademarks and Trademark Licenses (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any

Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. **Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks or Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

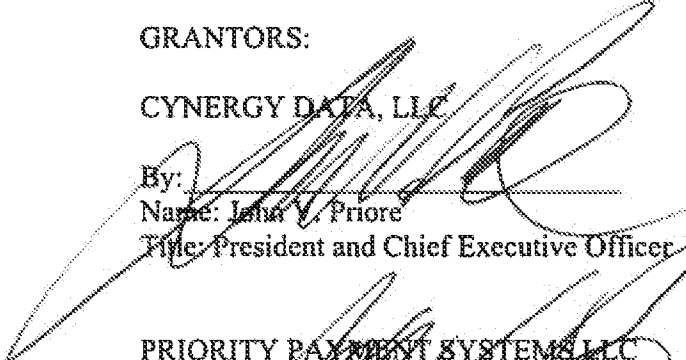
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

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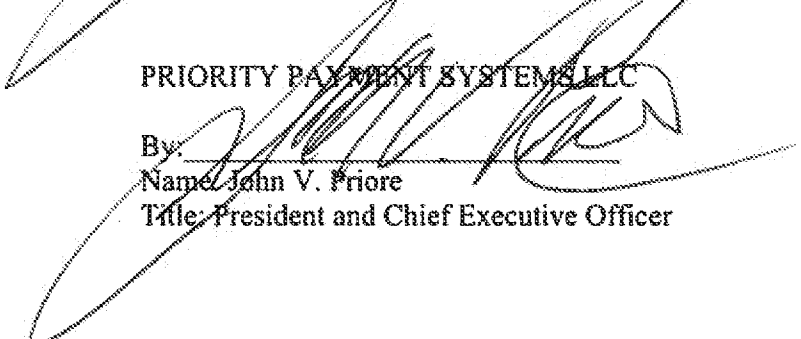
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTORS:

CYNERGY DATA, LLC

By: 
Name: John V. Priore
Title: President and Chief Executive Officer

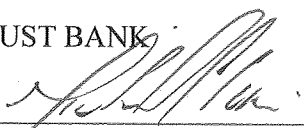
PRIORITY PAYMENT SYSTEMS LLC

By: 
Name: John V. Priore
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

SUNTRUST BANK







By:  _____

Name: MICHAEL QUINN

Title: VICE PRESIDENT

Schedule I

Trademark Registrations

GRANTOR	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
CYNERGY DATA, LLC	CYNERGY DATA	2797089	December 23, 2003
CYNERGY DATA, LLC		2966052	July 12, 2005
CYNERGY DATA, LLC	VIMAS	3038842	January 10, 2006
CYNERGY DATA, LLC	CYNERGY	3516054	October 14, 2008
CYNERGY DATA, LLC	LUCY	3625346	May 26, 2009
CYNERGY DATA, LLC	LET US CONNECT YOU	3585497	March 10, 2009
CYNERGY DATA, LLC	LUCY GATEWAY	3629546	June 2, 2009
CYNERGY DATA, LLC	CYNERGY HUB	3693782	October 6, 2009
CYNERGY DATA, LLC	CYNERGY PROSPERITY PLUS	3588181	March 10, 2009
CYNERGY DATA, LLC	 VIMAS	4289613	February 12, 2013
CYNERGY DATA, LLC	 VIMAS CONTROL KNOWLEDGE SUCCESS	4289624	February 12, 2013
CYNERGY DATA, LLC	CYRIS RISK	4413167	October 8, 2013
CYNERGY DATA, LLC	VWALAA!	4656823	December 16, 2014
CYNERGY DATA, LLC	 cynergydata CYNERGY DATA	4728406	April 28, 2015
CYNERGY DATA, LLC		4728405	April 28, 2015
PRIORITY PAYMENT SYSTEMS LLC	PRIORITY PAYMENT SYSTEMS 	4591233	August 26, 2014
PRIORITY PAYMENT SYSTEMS LLC	PRIORITY PAYMENT SYSTEMS	3704841	November 3, 2009

Trademark Applications

GRANTOR	TRADEMARK	SERIAL NO.	FILING DATE
PRIORITY PAYMENT SYSTEMS LLC	CPX	87/121411	July 29, 2016

Trademark Licenses

N/A