TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bottom Line Systems, LLC		02/13/2017	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Administrative Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3920
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2641705	BOTTOM LINE SYSTEMS INC. BLS

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352
Email: mfoy@winston.com
Correspondent Name: Michelle Foy, Winston & Strawn LLP
Address Line 1: 35 West Wacker Drive
Address Line 2: Suite 4200
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	14044.62
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	02/14/2017

Total Attachments: 5
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement"), dated as of February 13, 2017, is made by Bottom Line Systems, LLC, a Kentucky limited liability company ("Grantor"), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WHEREAS, Grantor entered into that certain Credit Agreement dated as of March 4, 2016 (as amended, restated, supplemented or modified from time to time up to but not including the date hereof, the "Original Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Original Lenders") and Administrative Agent; and

WHEREAS, Grantor has previously entered into that certain Guaranty and Security Agreement dated as of March 4, 2016, (the "Original Guaranty and Security Agreement") with the Administrative Agent for the benefit of the Original Lenders;

WHEREAS, Grantor has previously entered into that certain Trademark Security Agreement dated as of March 4, 2016 (the "Original Trademark Security Agreement") with the Administrative Agent, for the benefit of the Original Lenders;

WHEREAS, Grantor, Administrative Agent and the financial institutions party thereto (the "Lenders" are currently entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantors, are currently entering into that certain Amended and Restated Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") with the Administrative Agent, for the benefit of the Original Lenders pursuant to which Grantors have granted to the Administrative Agent a security interest in substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOTTOM LINE SYSTEMS, LLC, as Grantor

By: _____
Name: Robert Stevens
Title: President and Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

BARINGS FINANCE LLC,
as Administrative Agent

By: _____
Name: Brady Sutton
Title: Managing Director

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Country	Trademark	Registration No./Serial No.	Registration Date
Bottom Line Systems, LLC	U.S.	BLS	2,641,705	October 29, 2002

TRADEMARK APPLICATIONS
None.

TRADEMARK LICENSES
None.