

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFS Technologies, Inc.		06/30/2017	Corporation: DELAWARE
AFS Financial Solutions, Inc.		06/30/2017	Corporation: DELAWARE
Quofore International, Inc.		06/30/2017	Corporation: DELAWARE
AFS Technologies Holdings, Inc.		06/30/2017	Corporation: DELAWARE
AFS MEI USA Holdings, Inc.		06/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TPG Specialty Lending, Inc., as agent
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76201
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4297050	VALUTRAK
Registration Number:	4382972	AFS TECHNOLOGIES
Registration Number:	4692831	DATUM AFS TECHNOLOGIES
Registration Number:	4675825	AFS TRADEPRO
Registration Number:	4490332	SOFTTRAX
Registration Number:	4509072	GENWEB
Registration Number:	4350352	EASYOPERATOR
Registration Number:	2656439	SALES DISCOVERY SYSTEM
Registration Number:	4059364	PROMOASSIST
Registration Number:	3241914	CONTRACTPRO
Registration Number:	4095619	TRADEINSIGHT
Registration Number:	4095618	TRADE INSIGHT
Registration Number:	4095620	MEI
Registration Number:	4054413	Q

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2238659	PROFILE
Registration Number:	4244386	VISICOM
Registration Number:	4197037	HAMILTONSFA
Registration Number:	3197629	ROUTERIDER LE
Registration Number:	2246404	ROUTE RIDER

CORRESPONDENCE DATA

Fax Number: 2125935955
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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464.0011
NAME OF SUBMITTER:	Scott Kareff (079464-0011)
SIGNATURE:	/kc for sk/
DATE SIGNED:	06/30/2017

Total Attachments: 8

- source=Trademark Security Agreement for AFS Technologies, Inc. and others - TPG Specialty Lending, Inc#page1.tif
- source=Trademark Security Agreement for AFS Technologies, Inc. and others - TPG Specialty Lending, Inc#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of June, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TPG SPECIALTY LENDING, INC., a Delaware corporation (“TPG”), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among GOLD ACQUISITION CORP., a Delaware corporation (“Parent”), AFS TECHNOLOGIES, INC., a Delaware corporation (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, and TPG as lead arranger and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of June 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AFS TECHNOLOGIES, INC.,
a Delaware corporation

By: Joseph Bellini
Name: Joseph Bellini
Title: President and Chief Executive Officer

AFS TECHNOLOGIES HOLDINGS, INC.,
a Delaware corporation

By: Joseph Bellini
Name: Joseph Bellini
Title: President and Chief Executive Officer

AFS FINANCIAL SOLUTIONS, INC.,
a Delaware corporation

By: Joseph Bellini
Name: Joseph Bellini
Title: President and Chief Executive Officer

AFS MEI USA HOLDINGS, INC.,
a Delaware corporation

By: Joseph Bellini
Name: Joseph Bellini
Title: President and Chief Executive Officer

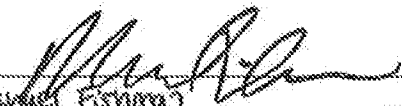
QUOFORE INTERNATIONAL, INC.,
a Delaware corporation

By: Joseph Bellini
Name: Joseph Bellini
Title: President and Chief Executive Officer

AGENT:


ACCEPTED AND ACKNOWLEDGED BY:


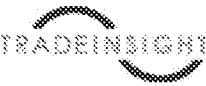

TPG SPECIALTY LENDING, INC., a
Delaware corporation




By: 
Name: Michael Fishbein
Title: Co-Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications:

Trademark	Country	Owner	Application No./ Filing Date	Reg. No./ Reg. Date
VALUTRAK	U.S.	AFS Technologies, Inc.	85/352,990 6/22/2011	4,297,050 3/5/2013
AFS TECHNOLOGIES	U.S.	AFS Technologies, Inc.	85/761,903 10/24/2012	4,382,972 8/13/2013
AFS TECHNOLOGIES	Canada	AFS Technologies, Inc.	1,623,955 4/24/2013	TMA905,952 06/11/2015
AFS TECHNOLOGIES	Madrid Protocol	AFS Technologies, Inc.	A0035363 4/19/2013	1,161,199 4/19/2013
AFS TECHNOLOGIES	Australia	AFS Technologies, Inc.	1,161,199 4/24/2013	1561366 11/17/2016
AFS TECHNOLOGIES	China	AFS Technologies, Inc.	1,161,199 4/24/2013	Pending
AFS TECHNOLOGIES	India	AFS Technologies, Inc.	2,519,681 4/25/2013	Pending
	U.S.	AFS Technologies, Inc.	85/764,058 10/25/2012	4,692,831 02/24/2015

Trademark	Country	Owner	Application No./ Filing Date	Reg. No./ Reg. Date
AFS TRADEPRO	U.S.	AFS Technologies, Inc.	85/776,280 11/9/2012	4,675,825 01/20/2015
SOFTRAX	U.S.	AFS Financial Solutions, Inc.	85/802,837 12/14/2012	4,490,332 03/04/2014
GENWEB	U.S.	AFS Technologies, Inc.	85/822,955 1/14/2013	4,509,072 4/08/2014
EASYOPERATOR	U.S.	AFS Technologies, Inc.	85/841,615 2/5/2013	4,350,352 6/11/2013
SALES DISCOVERY SYSTEM	U.S.	AFS Technologies, Inc.	76/367,497 2/6/2002	2,656,439 12/3/2002
prömoassist	U.S.	AFS Technologies, Inc.	85/275,745 3/24/2011	4,059,364 11/22/2011
CONTRACTPRO	U.S.	AFS Technologies, Inc.	78/908,690 6/15/2006	3,241,914 5/15/2007
TRADEINSIGHT	U.S.	AFS MEI USA HOLDINGS, INC.	85/268,343 3/16/11	4,095,619 2/7/2012
TRADEINSIGHT	Canada	AFS MEI USA HOLDINGS, INC.	1503090 11/9/2010	TMA807471 9/23/2011
	U.S.	AFS MEI USA HOLDINGS, INC.	85/268,331 3/16/2011	4,095,618 2/7/2012
	Canada	AFS MEI USA HOLDINGS, INC.	1503095 11/9/2010	TMA807470 9/23/2011
	U.S.	AFS MEI USA HOLDINGS, INC.	85/268,365 3/16/2011	4,095,620 2/7/2012

Trademark	Country	Owner	Application No./ Filing Date	Reg. No./ Reg. Date
	Canada	AFS MEI USA Holdings, Inc.	1503094 11/9/2010	TMA812275 11/21/2011
QUOFORE	Canada	Quofore International, Inc.	1456722 10/26/2009	TMA825640 6/6/2012
QUOFORE (Class 9)	Mexico	Quofore International, Inc.	1046749 11/10/2009	1152550 4/14/2010
QUOFORE (Class 9)	Brazil	Quofore International, Inc.	902230077 12/30/2009	902230077
QUOFORE	Madrid Protocol	Quofore International, Inc.	A0017566 10/23/2009	1020934 10/23/2009
QUOFORE (Class 9)	India	Quofore International, Inc.	1889564 11/27/2009	982887 3/21/2011
QUOFORE (Class 42)	India	Quofore International, Inc.	1889565 11/27/2009	996623 3/31/2011
QUOFORE (Class 42)	Brazil	Quofore International, Inc.	902230107 12/30/2009	902230107 11/27/2012
	U.S.	Quofore International, Inc.	77/845,730 10/9/2009	4,054,413 11/15/2011
PROFILE	U.S.	FOODSERVICE VENTURES, L.C.	75/424,780 1/28/1998	2,238,659 4/13/1999
UNIVERSELL	Canada	AFS MEI USA Holdings, Inc.	0836049 2/10/1997	TMA487378 12/22/1997
	U.S.	Visicom A.S.	85/402,044 8/19/2011	4,244,386 11/20/2012
HAMILTONSFA	U.S.	Visicom A.S.	85/371,252 7/14/2011	4,197,037 8/28/2012

Trademark	Country	Owner	Application No./ Filing Date	Reg. No./ Reg. Date
ROUTERIDER LE	U.S.	Visicom A.S.	78/686,573 8/5/2005	3,197,629 1/9/2007
ROUTE RIDER	U.S.	Visicom A.S.	75/166,357 9/16/1996	2,246,404 5/18/1999
VISICOM	SK	Visicom A.S.	2540-2001 8/24/2001	205588 3/8/2004
VISICOM	SK	Visicom A.S.	2226-2001 7/23/2001	215558 11/9/2006