

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436981

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paylease LLC		07/28/2017	Limited Liability Company: DELAWARE
Ocius, LLC		07/28/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TC Lending, LLC, as collateral agent
Street Address:	301 Commerce Street
Internal Address:	Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77341163	PAYLEASE
Serial Number:	86221924	PL PAYLEASE YOUR PROPERTY PAYMENT CONNEC
Serial Number:	86221825	PL PAYLEASE
Serial Number:	86221524	PL
Serial Number:	86265716	PAYLEASE
Serial Number:	85968123	MY RE\$IDENT NETWORK
Serial Number:	78240629	OCIUS

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	079464-0100
NAME OF SUBMITTER:	Scott Kareff (079464-0100)
SIGNATURE:	/kc for sk/
DATE SIGNED:	07/28/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 28, 2017 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of TC Lending, LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of July 28, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, PayLease Holdings, LLC, a Delaware limited liability company ("PayLease Holdings"), PayLease LLC ("PayLease" and together with PayLease Holdings, collectively, the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;

(b) all Proceeds of any and all of the foregoing; and

(c) all Exclusive Licenses in or to Trademarks.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR(S):

PAYLEASE LLC,
a Delaware limited liability company

By: 
Name: Dave Dutch
Title: Chief Executive Officer


OCIUS, LLC,
a Delaware limited liability company

By: 
Name: Dave Dutch
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

TC LENDING, LLC,
as Collateral Agent

By: 

Name: Michael Fishman
Title: Co-Chief Executive

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Paylease LLC	PAYLEASE	77341163 / 3507594
Paylease LLC	PL PAYLEASE YOUR PROPERTY PAYMENT CONNECTION 	86221924 / 4640178
Paylease LLC	PL PAYLEASE 	86221825 / 4617583
Paylease LLC	PL (house logo) 	86221524 / 4617570
PayLease LLC	PayLease	86265716 / 4617708
Ocius, LLC	MY RESIDENT NETWORK	85968123 / 4,677,293
Ocius, LLC	OCIUS	78240629 / 2,908,275

United States Trademark Applications: None