

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTAL MERCHANT SERVICES, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	the Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4714132	GROOVV	
Registration Number:	4805566	GROOVV	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0814		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	08/31/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2017, by NAB HOLDINGS, LLC, a Michigan limited liability company, NORTH AMERICAN BANCARD, LLC, a Delaware limited liability company, POINT AND PAY, LLC, a Delaware limited liability company, TOTAL MERCHANT SERVICES, LLC, a Delaware limited liability company, 5967 VENTURES, LLC, a Delaware limited liability company, EPX ACQUISITION COMPANY, LLC, a Delaware limited liability company, and INOVIO PAYMENTS, LLC, a Delaware limited liability company (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH

WHEREAS, the Grantors are party to a Security Agreement dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors 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, the Grantors hereby agree 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, including the Guarantees, each Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all trademarks, service marks, trade names, corporate names, domain names trade dress, logos, designs, fictitious business names and other source or business identifiers, as well as any unregistered trademarks and service marks, including those registrations and applications listed on Schedule I attached hereto and all extensions or renewals thereof;

(b) all goodwill connected with the use of and symbolized thereby;

(c) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof;

(d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(e) all other rights accruing thereunder or pertaining thereto throughout the world.

For the avoidance of doubt, in no event shall the above Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. The 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under 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 signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

GRANTORS:

NAB HOLDINGS, LLC
NORTH AMERICAN BANCARD, LLC
POINT AND PAY, LLC
EPX ACQUISITION COMPANY, LLC
5967 VENTURES, LLC
INOVIO PAYMENTS, LLC
TOTAL MERCHANT SERVICES, LLC

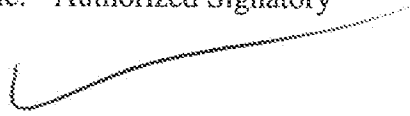
By: 

Name: Marc Gardner

Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Debtor / Grantor	Title	Status	Appl. No.	File Date	Reg. No.	Reg. Date	Jurisdiction
NAB Holdings, LLC	NOVIO PAYMENTS	Pending (Intent to Use)	86/898563	02/05/2016			United States
North American Bancard LLC	ADVANCED PAYMENT SOLUTIONS & Design	Registered	77/968,632	03/25/2010	3,906,799	01/18/2011	United States
5967 Ventures, LLC	HUMBOLDT MERCHANT SERVICES	Registered	77/967,347	03/24/2010	4,319,307	04/16/2013	United States
North American Bancard LLC	MY BIZ PERKS	Registered	77/967,381	03/24/2010	3,933,685	03/22/2011	United States
North American Bancard LLC	MY BIZ PERKS & Design	Registered	77/967,391	03/24/2010	3,933,686	03/22/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD	Registered	77/967,365	03/24/2010	3,983,342	06/28/2011	United States
North American Bancard LLC	NORTH AMERICAN BANCARD & Design	Registered	77/968,615	03/25/2010	3,983,349	06/28/2011	United States
North American Bancard LLC	PAYPROTEC	Registered	77/967,422	03/24/2010	3,964,336	05/24/2011	United States
North American Bancard LLC	PAYPROTEC & Design	Registered	77/968,625	03/25/2010	3,968,615	05/31/2011	United States
Total Merchant Services, LLC	GROOVV	Registered	86/975,075	08/23/2013	4714132	03/31/2015	United States
Total Merchant Services, LLC	GROOVV (Stylized)	Registered	86/975,585	01/06/2014	4805566	09/01/2015	United States
Total Merchant Services, LLC	GROOVV	Pending	86/046,926	08/23/2013			United States
Total Merchant Services, LLC	GROOVV (Stylized)	Pending	86/158,573	01/06/2014			United States
Total Merchant Services, LLC	GROOVV TERMINAL ONE	Pending	86/697,104	07/17/2015			United States
Point and Pay, LLC	PAYDICI	Registered	85/591,518	04/06/2012	4256851	12/11/2012	United States
Point and Pay, LLC	TAG EXPRESS!	Registered	86/419,424	10/09/2014	4865499	12/08/2015	United States
Point and Pay, LLC	POINT & PAY	Registered	86/430,924	10/22/2014	5115022	01/03/2017	United States
EPX Acquisition Company, LLC	BUYERWALL	Registered	77/275,866	09/10/2007	3849216	09/21/2010	United States
EPX Acquisition Company, LLC	EPX	Registered	78/460,476	08/02/2004	3027625	12/13/2005	United States
Inovio Payments, LLC	ARGUS PAYMENT	Registered	85/802,682	12/14/2012	4406003	09/24/2013	United States