

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446547

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900423274

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCP, LLC		08/25/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86788968	TC IPA
Registration Number:	4996119	TC IPA INTEGRATED PAYMENT APPLICATION
Registration Number:	4586821	TC VAULT
Registration Number:	4586820	TC PAYMENT PORTAL
Registration Number:	4582588	TC LINK
Registration Number:	4323130	TRUSTCOMMERCE
Registration Number:	4217588	PAYWITHIT
Registration Number:	3312190	TC CITADEL
Registration Number:	3409148	TC CREDIGUARD
Registration Number:	3364764	TC SMART PRODUCTS
Registration Number:	3368156	TC PROCESS SMART
Registration Number:	3717255	TC TRUSTEE

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

TRADEMARK

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6262.037

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 10/10/2017

Total Attachments: 5

source=TCPP Trademark Security Agreement#page1.tif

source=TCPP Trademark Security Agreement#page2.tif

source=TCPP Trademark Security Agreement#page3.tif

source=TCPP Trademark Security Agreement#page4.tif

source=TCPP Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 25, 2017, by and between TCPP, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of date hereof by and among Grantor, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of date hereof by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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. **TERMINATION.** This Agreement and all security interests in the Trademarks granted hereby shall be automatically and without further action by any Person terminated when all the Secured Obligations (other than obligations in respect of contingent indemnification obligations for which no claim has been made) have been paid in full in Cash and the Commitments shall have been terminated.


5. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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

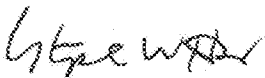
GRANTOR:

TCPP, LLC

By  _____
Name Andrew Rueff
Title Executive Chairman

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent**

By 

Name Stephen W. Hipp
Title Senior Vice President

Schedule A to Trademark Security Agreement

Registered Trademarks

Serial No.	Reg. No.	Mark
86788968		TC IPA
86639174	4996119	TC IPA INTEGRATED PAYMENT APPLICATION
85834442	4586821	TC VAULT
85834380	4586820	TC PAYMENT PORTAL
85834333	4582588	TC LINK
85575665	4323130	TRUSTCOMMERCE
85553645	4217588	PAYWITHIT
78884083	3312190	TC CITADEL
78884075	3409148	TC CREDIGUARD
77157739	3364764	TC SMART PRODUCTS
77157788	3368156	TC PROCESS SMART
77157806	3717255	TC TRUSTEE