

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pivotal Payments Corporation		10/17/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	595 BURRARD STREET		
City:	VANCOUVER		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3091450	PIVOTAL PAYMENTS	
Registration Number:	4728442	FLEXPOINT	
Registration Number:	4942024	THE BEST IS AFFORDABLE	
Registration Number:	4933170	CPN	
Registration Number:	4793126	CPN THE BEST IS AFFORDABLE	
Registration Number:	4747779	KALOOT	
Registration Number:	4747784	KALOOT	
Serial Number:	86849333	PIVOTAL	
Serial Number:	86849299	PAIEMENTS PIVOTAL PAYMENTS POWERING YOUR	
Serial Number:	86849315	GLOBALONE	
Serial Number:	86849239	GLOBALONEPAY	
Serial Number:	86849270	G GLOBALONEPAY	
Serial Number:	87422165	PIVOTAL PAYMENTS POWERING YOUR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	trademarks.us@dentons.com,brian.mcginley@dentons.com,teddi.trautner@dentons.c		
Correspondent Name:	DENTONS US LLP		

OP \$340.00 3091450

Address Line 1: P.O. BOX 061080
Address Line 4: CHICAGO, ILLINOIS 60606-1080

NAME OF SUBMITTER: Brian R. McGinley

SIGNATURE: /brm/

DATE SIGNED: 10/18/2017

Total Attachments: 4

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NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "Notice") is entered into and effective as of October 17, 2017, by and between Pivotal Payments Corporation, a corporation incorporated under the federal laws of Canada ("Grantor"), and Bank of Montreal, in its capacity as hypothecary representative (together with its successors and assigns "Grantee") (collectively, the "Parties").

WHEREAS Grantor has granted to Grantee, for the benefit of Grantee and certain other lenders for whom Grantee acts as hypothecary representative, a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (the "Trademarks"), pursuant to that certain Deed of Hypothec executed on September 18, 2017 (the "Security Agreement"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "Security Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

*Remainder of page intentionally blank.
Signature page follows.*

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

PIVOTAL PAYMENTS CORPORATION

BANK OF MONTREAL

By: *L. Fernandes*

By: _____

Name: *L. FERNANDES*

Name: Mark Rossi

Its: Authorized Signatory

Its: Authorized Signatory

By: _____

Name: Jean-Francois Benoit

Its: Authorized Signatory

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

PIVOTAL PAYMENTS CORPORATION

By: _____

Name: Sylvia Avedis

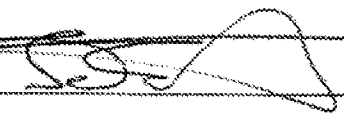
Its: Authorized Signatory

BANK OF MONTREAL

By:  _____

Name: Mark Rossi

Its: Authorized Signatory

By:  _____

Name: Jean-Francois Benoit

Its: Authorized Signatory

SCHEDULE A

TRADEMARKS

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Trademark	"Pivotal Payments"	USPTO	3,091,450
Trademark	"Flexpoint"	USPTO	4,728,442
Trademark	"The Best is Affordable"	USPTO	4,942,024
Trademark	"CPN"	USPTO	4,933,170
Trademark	"CPN the Best is Affordable"	USPTO	4793126
Trademark	"Kaloot"	USPTO	4747779
Trademark	"Kaloot" & design	USPTO	4747784
Trademark	"Pivotal"	USPTO	86/849,333 (application)
Trademark	"Pivotal" & Design	USPTO	86/849,299 (application)
Trademark	"GlobalOne"	USPTO	86/849,315 (application)
Trademark	"GlobalOnePay"	USPTO	86/849,239 (application)
Trademark	"GlobalOnePay" & design	USPTO	86/849,270 (application)
Trademark	"Pivotal Payments" & design	USPTO	87/422,165 (application)