# OP \$65.00 4710998

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EVERTEC Group, LLC		11/04/2016	Limited Liability Company: PUERTO RICO

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Rd., Fl. 3, Ops 2		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713-2107		
Entity Type:	Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4710998	EVERPAY
Registration Number:	4432549	EVERTEC

### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	01/09/2018	

### **Total Attachments: 6**

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### **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of November 4, 2016, by EVERTEC Group, LLC (the "<u>Pledgor</u>"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent to the Credit Agreement, dated as of April 17, 2013 (as amended by Amendment No. 1 to Credit Agreement, dated as of May 14, 2013, Amendment No. 2 to Credit Agreement, dated as of April 14, 2016, and Amendment No. 3 to Credit Agreement, dated as of November 4, 2016, the "<u>Credit Agreement</u>") (in such capacity, the "<u>Agent</u>").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Collateral Agreement dated as of April 17, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to continue to make financial accommodations under the Credit Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor, including those listed on Schedule I attached hereto; and
  - (b) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Collateral Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Collateral Agreement in accordance with, or otherwise required pursuant to Section 5.15 thereof the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks, in each case, in form and substance reasonably satisfactory to the Agent.

SECTION 5. <u>Counterparts</u>. 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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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EVERTEC GROUP, LLC

Name: Luis Rodriquez Gonzauz Title: Secretary and General Gounsel

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: Name:

Title: Nicholas Gitron-Beer

Vice President

[Signature Page to Trademark Security Agreement]

# **SCHEDULE I**

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

## Trademark Registrations:

**RECORDED: 01/09/2018** 

Mark	Registration No.	Registration Date	Record Owner
EVERPAY	4710998	3/31/2015	EVERTEC Group, LLC
EVERTEC	4432549	11/12/2013	EVERTEC Group, LLC