

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Government Payment Service, Inc.		02/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5115286	CONNEXYOURGOV	
Registration Number:	4507437	WARRANTRAK	
Registration Number:	4379798	GPS	
Registration Number:	4124959	GOVPAYNET	
Registration Number:	4054049	GOV\$WIPE	
Registration Number:	4027984	BAILCALL	
Registration Number:	3955981	GOVPAYNET THE SIMPLE WAY TO PAY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
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/		

OP \$190.00 5115286

DATE SIGNED:

02/15/2018

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Government Payment Service, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 14, 2018

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 14, 2018
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2018 made by the undersigned grantor (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to a Joinder Agreement delivered by the Grantor to the Collateral Agent of even date herewith, the Grantor agrees to be bound by a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and other benefits accruing to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantor 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Priority Payment 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 Grantor or in which the Grantor has any rights:

- (a) Marks of the Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
- (b) all goodwill associated with such Marks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral) (collectively, the "Trademark Collateral").

As security for the Non-Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Non-Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of the Grantor or in which the Grantor has any rights.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This First Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this First Lien 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 pages follow]

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

Very truly yours,

GOVERNMENT PAYMENT SERVICE, INC.

By: 


Name: Mary Ann Sigler
Title: Vice President and Treasurer

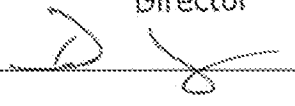
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[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent


By: 
Name: Marcus Tarkington
Title: Director

By: 
Name: _____
Title: Dusan Lazarov
Director

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Government Payment Service, Inc.	CONNEXYOURGOV	5,115,286
	WARRANTRAK	4,507,437
	GPS	4,379,798
	GOVPAYNET	4,124,959
	GOV\$WIPE	4,054,049
	BAIL CALL	4,027,984
		3,955,981

Trademark Applications:

None.