

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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:	02/16/2018
---------------------	------------

Total Attachments: 6

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page1.tif

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page2.tif

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page3.tif

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page4.tif

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page5.tif

source=Securus - EXECUTED - 2L Trademark SA (Government Payment Joinder)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND 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 Second 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 Second 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 Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors 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).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second 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 Second 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 Second Lien Trademark Security Agreement.

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

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

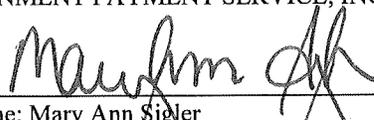
Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Second 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

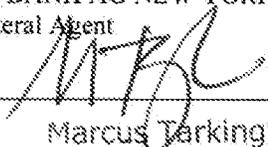
la

[Signature Page to Second Lien Trademark Security Agreement]

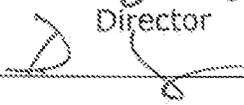
Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____

Name: 
Title: Marcus Tarkington
Director

By: _____

Name: 
Title: **Dusan Lazarov**
Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006274 FRAME: 0632

SCHEDULE I
to
SECOND 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.