

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYBOX Corp		05/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4729049	PAYBOX	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	05/16/2018		
Total Attachments: 5			
source=paybox-suntrust 1st lien#page1.tif			
source=paybox-suntrust 1st lien#page2.tif			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of May 11, 2018, by PAYBOX CORP, a Delaware corporation (the “**Grantor**”), in favor of SUNTRUST BANK, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, 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 to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Credit Agreement**”), by and between Grantor and Administrative Agent, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative 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 (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The First Lien 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 Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

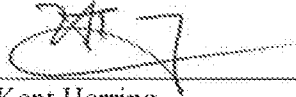
SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks 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.

[Signature pages follow]

Grantor:

PAYBOX CORP

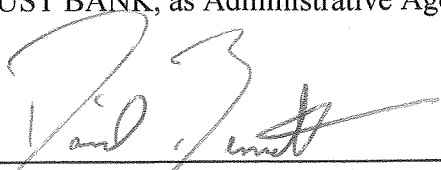
By:  _____

Name: Kent Herring

Title: Chief Financial Officer, Treasurer and
Secretary

SUNTRUST BANK, as Administrative Agent

By: _____



Name:

DAVID BENNETT

Title:

Director

Schedule I
Trademark Registrations and Use Applications

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
PAYBOX CORP	4,729,049	PAYBOX

Applications:

None.