

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vesta Corporation		08/02/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Vector Trading (Cayman), L.P.		
Street Address:	One Market St.		
Internal Address:	c/o Vector Capital		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2197906	1 800 PRE-PAID	
Registration Number:	2889413	FLEXPOINTS	
Registration Number:	3765584	SINGLEFUND	
Registration Number:	2172372	THE SMARTER WAY TO CALL	
Registration Number:	2679672	VESTA	
Registration Number:	2535779	VESTA	
Registration Number:	5498344	POCKET ATM	
Registration Number:	4818905	VSAFE	
Registration Number:	4846032	VUNIFIED	
Registration Number:	4855702	VADVANCED	
Registration Number:	4855701	VGUARANTEED	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
TRADEMARK			

CH \$290.00 2197906

Address Line 2: c/o Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 78816-3

NAME OF SUBMITTER: Jennifer Lee Taylor

SIGNATURE: /JLT2/

DATE SIGNED: 08/03/2018

Total Attachments: 6

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This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “Trademark Security Agreement”) dated as of August 2, 2018, is made by Vesta Corporation (“Grantor”) in favor of Vector Trading (Cayman), L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the holders of Secured Obligations (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 12, 2012, as amended by the First Amendment, dated as of December 19, 2013, the Second Amendment, dated as of April 24, 2015, the Third Amendment, dated as of April 30, 2015, the Fourth Amendment, dated as of September 30, 2015, the Fifth Amendment, dated as of December 30, 2016, the Sixth Amendment, dated as of April 26, 2017 and the Seventh Amendment, dated as of June 26, 2018 (as so amended and as may be further amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Existing Senior Credit Agreement”), by and among Grantor, the other parties identified therein as “Guarantors” (together with Grantor, the “Obligors”), certain lending institutions party thereto and Bank of America, N.A., as administrative agent (the “Existing Administrative Agent”), the Obligors and Existing Administrative Agent entered into the Security and Pledge Agreement, dated as of December 12, 2012 (as amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Existing Security Agreement”), pursuant to which Grantor and the Existing Security Agent entered into and filed with the U.S. Patent and Trademark Office the Notice of Grant of Security Interest in Trademarks, dated as of December 12, 2012 and the Notice of Grant of Security Interest in Trademarks, dated as of October 9, 2015 (together the “Notices”) recording security interests in the trademarks referred to on Schedule 1 hereto;

WHEREAS, Grantor requested that the Existing Senior Credit Agreement and the outstanding obligations thereunder (the “Existing Senior Obligations”) be refinanced, replaced and repaid in full pursuant to a transaction in which the following occur substantially concurrently with each other: (a)(i) the assignment of the Existing Senior Obligations in full to the Administrative Agent and the Lenders under the Credit Agreement (as defined below) (the “Lenders”), and (ii) the replacement of the Existing Administrative Agent in its capacity as administrative agent, with the Administrative Agent, and (b) Grantor, the Guarantors, the Administrative Agent and the Lenders agree to immediately amend and restate the Existing Senior Credit Agreement by entering the Amended and Restated Credit Agreement (the “Credit Agreement”) and in connection therewith amend and restate the Existing Security Agreement by entering into the Amended and Restated Security and Pledge Agreement in favor of the Administrative Agent (the “Security Agreement”), to secure the Secured Obligations; and

WHEREAS, in furtherance of the foregoing, the Administrative Agent and Grantor have agreed to amend and restate the Notices in their entirety as set forth herein and in the Schedules hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or

otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the holders of Secured Obligations, and grants to the Administrative Agent for the benefit of the holders of Secured Obligations a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule 2 hereto (but excluding any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(b) all renewals and extensions of the foregoing and all rights to obtain the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

VESTA CORPORATION
as Grantor

By: 

Name: Douglas M. Fieldhouse

Title: President

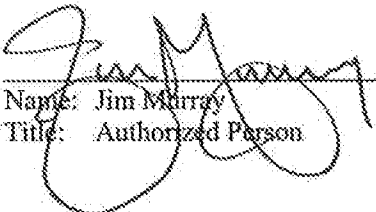
[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006405 FRAME: 0244

ACCEPTED AND AGREED
as of the date first above written:

VECTOR TRADING (CAYMAN), L.P.,
as the Administrative Agent

By: _____


Name: Jim Murray
Title: Authorized Person

[Signature Page 2 to the Amended and Restated Trademark Security Agreement]

sf-3923461

TRADEMARK
REEL: 006405 FRAME: 0245

SCHEDULE 1
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations Contained in the Notices

1. REGISTERED TRADEMARKS

Trademark	Status	USPTO Registration Number
1 800 PRE-PAID	Registered with USPTO	Registration 2197906
FLEXPOINTS	Registered with USPTO	Registration 2889413
SINGLEFUND	Registered with USPTO	Registration 3765584
THE SMARTER WAY TO CALL	Registered with USPTO	Registration 2172372
VESTA	Registered with USPTO	Registration 2679672
VSAFE	Registered with USPTO	Registration 4818905
VUNIFIED	Registered with USPTO	Registration 4846032
VADVANCED	Registered with USPTO	Registration 4855702
VGUARANTEED	Registered with USPTO	Registration 4855701

2. TRADEMARK APPLICATIONS

Trademark	Status	USPTO Serial Number
POCKET ATM	Application filed	Serial No. 86571849

3. TRADEMARK LICENSES

None

SCHEDULE 2
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Status	USPTO Registration Number
DELAYPAY	Registered in Louisiana	Book # 65-1314
1 800 PRE-PAID	Registered with USPTO	Registration 2197906
FLEXPOINTS	Registered with USPTO	Registration 2889413
SINGLEFUND	Registered with USPTO	Registration 3765584
THE SMARTER WAY TO CALL	Registered with USPTO	Registration 2172372
VESTA	Registered with USPTO	Registration 2679672
VESTA	Registered with USPTO	Registration 2535779
POCKET ATM	Registered with USPTO	Registration 5498344
VSAFE	Registered with USPTO	Registration 4818905
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VGUARANTEED	Registered with USPTO	Registration 4855701

2. TRADEMARK APPLICATIONS

Trademark	Status	USPTO Serial Number
POCKET ATM	Pending	Serial No. 86571849

3. TRADEMARK LICENSES

None